

Texas Ally
real estate group

REAL ESTATE INDEPENDENT CONTRACTOR AGREEMENT

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1. PARTIES: The parties to the agreement are:

Broker: _____ Texas Ally Real Estate Group, LLC _____ ; and
Associate: _____

2. COMMENCEMENT DATE AND TERM: This agreement commences on _____ and will continue for a minimum of 6 months. After 6 months, agreement shall end at such time as either party terminates this agreement in accordance to Paragraph 12.

3. INDEPENDENT STATUS:

- A. Associate is an independent contractor and is not Broker's employee. Broker will not withhold any amounts for taxes from the fees paid to Associate under this agreement. Broker will not pay any amounts for FICA, unemployment compensation, or worker's compensation for Associate.
- B. Associate will not receive a minimum salary or sick pay from Broker. Associate will not receive any type of fringe benefits, such as hospitalization, life insurance, disability protection, workman's compensation insurance, etc., from Broker.
- C. Broker is not liable for any expense incurred by Associate. Unless the parties agree otherwise, Associate is not liable to Broker for the expenses for the office facilities that Broker will provide under this agreement.
- D. Associate will act independently as to the management of his/her time and efforts, and will be responsible for all his/her expenses, such as industry association dues, licensing renewals, pagers, cellular telephones, etc., as they are incurred.

4. EXCLUSIVE ASSOCIATION: Associate will perform the services contemplated by this agreement exclusively for Broker. Associate may not engage in the brokerage of businesses or in the management of property without Broker's knowledge and written consent.

5. LICENSE AND GOOD STANDING:

- A. Parties agree to comply with all applicable laws and standards of practice, including but not limited to the Real Estate License Act, the Rules of the Texas Real Estate Commission, any rules and regulations of any listing services to which the parties may subscribe, and any standards or policies Broker adopts.
- B. Broker is a licensed real estate broker in the State of Texas. Broker will maintain Broker's license status active and in good standing at all times while this agreement is in effect. Associate is a:

licensed real estate salesperson in the State of Texas.

licensed real estate broker in the State of Texas.

Associate will maintain Associate's license status active and in good standing at all times while this agreement is in effect.

Initials by Broker _____

and Associate _____

- C. Associate agrees to conduct self and business in a professional manner and in compliance with the rules set out by Broker. Broker has the right to terminate sponsorship at his discretion without notice.

6. SCHEDULE OF TRANSACTION FEES AND COMMISSIONS: Associate will earn commissions according to the schedule of transaction fees and commissions mentioned in this agreement.

- A. Initial Sign Up fee of \$200 is a one-time transaction
- B. Associate chooses one of the following commission schedule (initial next to the chosen plan):

Platinum Plan _____	Platinum Plus Plan _____
\$89 per month Broker Fee	\$299 per month Broker Fee
\$299 Transaction fee	\$39 Transaction Fee
\$60 per lease transaction	\$30 per lease Transaction

- C. Broker fee will be charged to Associate on the 1st of every month.
- D. Broker Leads: Broker Leads are leads generated by Broker and Broker’s marketing efforts that are given to Associates. Unless otherwise agreed by Broker and Associate, Associate will receive 70% of commissions generated from the Broker Lead.
- E. Any checks, charges, or payments returned by Associate’s bank will be assessed a \$25 service charge.
- F. Commissions are deemed earned when Broker has received certified or collected funds. All commissions earned on behalf of Broker or by Associate are Property of Broker. Commissions shall be divided as described in this agreement. Division and distribution shall take place as quickly as reasonably is possible, but no later than 30 days after they have been made available.

7. TABLE FUNDING: In any transaction related to Broker’s Real Estate business in which Agent is involved, Agent must provide, within 72 hours, fax or e-mail copies of all contracts, agreements, disclosures, correspondence, data, and other information related to the transaction. These copies will be maintained at Broker’s main office. All required Closing documents are required prior to Broker issuing a “Commission Disbursement Authorization” (CDA). Broker will provide a “required Document-Checklist” upon receipt of Listing Agreement or Buyers Representation Agreement. Broker will provide Contractor with a copy of “Checklist” showing documents “Received” and copy of CDA sent to Title Company. In the event Agent desires table funding of commissions then he/she must notify Broker, by EMAIL, simultaneously with opening title with escrow agent. Concerning leases, notification is required within 5 days of lease signing.

8. OFFSET: Broker retains the right to offset for all purposes. Broker may deduct amounts Associate owes Broker from any amounts Broker owes to Associate under this agreement.

9. AUTHORITY: Associate shall have no authority to bind, obligate or commit Broker by any promise or representation unless specifically authorized by Broker in writing in a particular transaction; provided, that Associate shall be and is hereby authorized to execute sales contracts and listing agreements for an on behalf of Broker as agent, so long as the terms and conditions have been approved by Broker. Associate shall have no authority to enter into any co-brokerage agreement or division of commission agreement without the prior written consent of Broker.

10. LISTINGS AND REPRESENTATION AGREEMENTS: All listings, representations agreements, commission agreements, and other agreements for brokerage services in which Broker is named as a party are owned exclusively by Broker.

Initials by Broker _____ and Associate _____

11. Disputes: In the event any transaction in which Associate is involved results in a dispute or litigation, Associate shall fully cooperate with Broker. Associate agrees to indemnify and hold Broker harmless of all claims, demands, and liabilities, including all costs and attorneys fees to which Broker may be subject as a result of Associate's negligence. Associate will reimburse all such amounts and all attorney's fees, costs, and other expenses necessary to defend the action including those defense costs that were previously shared. The decision to enter into litigation shall be at Broker's sole discretion.

12. TERMINATION: Associate agrees to a minimum 6 month sponsorship by Broker. After 6 months, associate may terminate agreement with a 30 day notice, by written notice of intent. Associate will then be released 30 days later. If 30 day notice is not observed, Associate will be charged \$99 30 day notice fee. If Associate breaks agreement prior to 6 month anniversary of agreement, Associate will be charged a \$99 30-day notice fee, plus the remainder monthly fees of the 6 month minimum agreement.

13. MISCELLANEOUS:

A. Addenda: Attached to this agreement are:

- Credit Card Authorization Form
- Statement of Understanding
- _____

B. Entire Agreement: This document contains the entire agreement between the parties and may not be changed except by written agreement.

C. No Assignment: Associate may not assign this agreement. Broker may assign rights over if qualifying broker changes.

D. Controlling Law: The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this agreement.

E. Severable Clauses: If any clause in this agreement is found to be invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions of this agreement will remain valid and enforceable.

This is intended to be a legally binding agreement.

Texas Ally Real Estate Group, Llc

Associate's Name Printed

Broker's Name Printed

License No.

Associate's Signature

Date

Signature

Date

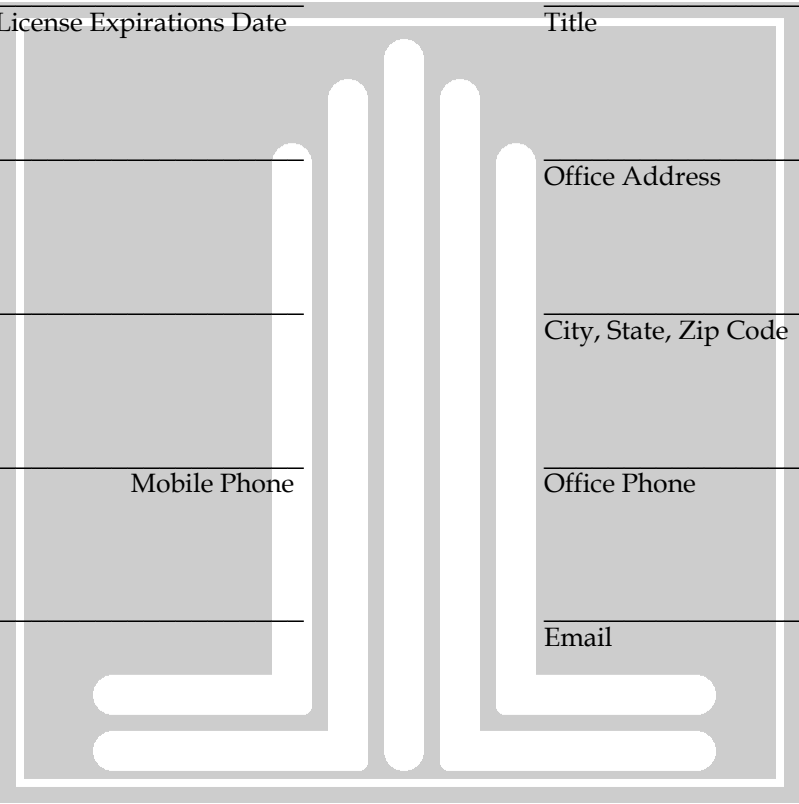
License No. License Expirations Date Title

Home Address Office Address

City, State, Zip Code City, State, Zip Code

Home Phone Mobile Phone Office Phone Fax Number

Email Email



Initials by Broker _____

and Associate _____