



## INDEPENDENT CONTRACTOR AGREEMENT

(Between Broker and Associate)

This Independent Contractor Agreement (“Agreement”), is made between Nexus Capital Partners LLC D.B.A. Nexus International Realty (“Broker”) and \_\_\_\_\_ (“Associate”). In consideration of the covenants and representations contained in this Agreement, Broker and Associate agree as follows:

**1. BROKER:** Broker is duly licensed in the state of Florida, under the name “Nexus Capital Partners LLC D.B.A. Nexus International Realty ” and performs acts designated within Chapter 475, *Florida Statutes*. Enjoys goodwill and a reputation for dealing with the public, and maintains an office with the purpose of serving the public as a real estate broker.

**2. ASSOCIATE:** Associate represents that he or she is duly licensed by the State of Florida as a real estate broker associate or sales associate (license number BK/SL/BL \_\_\_\_\_) , and has not used any other names within the past five years.  
Associate shall keep his/her real estate license current and active during the terms of this Agreement, including satisfying all applicable continuing education.

### 3. BROKER AND ASSOCIATE RELATIONSHIP:

**3.1.** Broker and Associate are independent contracting parties and this agreement does not constitute an employment agreement by either party and shall not be construed as a partnership and Broker shall not be liable for any obligation, injury, disability or liability incurred by Associate.

**3.2.** Associate assumes and agrees to perform no other activities in association with Broker, except to solicit and obtain qualified prospect referrals for listings and sales of property for the parties mutual benefit, and to do so in accordance with law and with the ethical and professional standards as required so that Associate commits no act of any type for which the Real Estate Commission of the state of Florida is authorized to suspend or to revoke a license.

**3.3.** Broker shall not limit Associate’s activities to geographical areas, manner in which services are to be performed, with regard to hours, schedule, inventory, vacation or similar activities, except to the extent required by all applicable laws, policies, and procedures.

**3.4.** All listings of property, and all agreements, acts or actions for performance of licensed acts, which are taken or performed in connection with this Agreement, shall be taken and performed in the name of Broker. Associate acknowledge that all pending sales and listings taken during the term of this agreement are Broker’s property. All programs, forms, data, keys, manuals, signs and other paraphernalia relative to the business of Broker are Broker’s property, as are all documents and other items pertaining to transactions.



**3.5.** Broker will not be liable to Associate for any expenses incurred by Associate nor for any of Associate's acts. Associate will have no authority to bind Broker by any promise or representation, oral or otherwise, unless specifically authorized in writing in a particular transaction. Suits, whether for fees or otherwise, against clients, customers and others in the real estate business will be maintained only in Broker's name.

**3.6.** Associate is considered to be an Independent Contractor for tax purposes and will be responsible for all tax issues at the end of each calendar year. Broker will issue an IRS 1099 to Associate on behalf of all completed transaction in which Associate referred and received compensation. Broker does not withhold taxes or Social Security from Associate's compensation. Payment of taxes and Social Security contributions are Associate's responsibility. Associate is considered an independent contractor and company does not provide unemployment insurance.

**3.7** Associate will be responsible for timely renewing Associate's real estate license and for completing all legally required continuing education in a timely manner and maintaining the records that evidence such completion as required by the Florida Real Estate Commission. Associate will be responsible for license renewal fees, membership dues and fines.

**4. BUSINESS EXPENSES:** Broker shall not be liable to Associate for any expenses incurred by Associate or for any of its acts. Associate agrees to provide and pay for all necessary professional licenses and dues. Associate understands and agrees that Broker shall not pay for any office(s), place of business, supplies, advertisements, marketing materials and that Associate is responsible for conducting business at its own costs, if any. Broker shall not be liable to reimburse Associate for any expenses.

**5. FAIR HOUSING:** Broker's company support and practice Fair Housing principles. Associate has been advised that failure to comply with Fair Housing principles will result in appropriate disciplinary action and possibly termination of this Agreement. Associate warrants and represents that it's Associate's intent to attend Fair Housing instructional programs. Keep current on developments in Fair Housing as it affects real estate marketing and sales, and comply with the Fair Housing laws and regulations. Associate understands this acknowledgment, warranty and representation and agrees to it voluntarily.

## **6. COMPENSATION:**

**6.1.** Compensation shall be charged to the parties who enter into listing or other agreements for services requiring a real estate license. In no event shall Broker be personally liable to Associate for Associate's share of commissions not collected, nor shall Associate be entitled to any advance or payment from Broker upon future commissions, Associate's only remuneration being a Associate's share of the commission paid by the party or parties for whom the service was performed.



Nor shall Associate be personally liable to Broker for any commission not collected. Associate shall be responsible for any previously earned sales commission reimbursement, rebate, or refund that may be ordered by a Court of Law or by a professional Arbitration or Mediation Panel, for any reason.

**6.2. COMMISSION SCHEDULE / PLANS:** Associate shall pick from one of the 3 commission plans below and check the appropriate box. Any commission plan an Associate enters a closing with must close that transaction with the same commission plan as entered.

At no time is a licensee with Nexus Capital Partners LLC D.B.A. Nexus International Realty to request, receive, ask or authorize any closing company to release a commission check on a transaction they may be involved in. All transaction files must be completed and have been certified by the manager or broker before an Associate can be paid directly from closing.

Unauthorized release of a commission check to an Associate is grounds for immediate termination. The Associate chooses a commission plan below by checking the appropriate box.

- Plan A. – 100% Commission, \$29 per month, \$295 per transaction fee**
  - Plan B. – 100% Commission, \$295 per month, No transaction fee**
  - Plan C. – 90% Commission, No per month, No transaction fee, 100% when met \$6,000 cap**
- Separate from these plans, if Associate accepts to work with a company provided lead (referrals) and closes a transaction - 65% Commission, No transaction fee.**

**6.3. FREE BUSINESS CARDS & REAL ESTATE or MAGNETIC CAR SIGNS:** We offer a set of free business cards printed 1 sided on 14pt glossy coated cover with UV coating.

These cards are absolutely free with no strings attached. However, you must request these cards by filling out our order form (located in our Global Network Website) within 30 days of your hire date, or pay for them.

**6.4. COMPENSATION UPON HIRE OR AFTER TERMINATION:** Upon termination of this agreement, payments under this section shall cease; provided, however, that so long as Associate is not in default of any provision of this Agreement, Associate shall be entitled to payments for periods or

partial periods that occurred prior to the date of termination and for which Associate has not yet been paid. Associate authorizes Broker to deduct from any commissions due at termination of this Agreement all financial obligations owed to Broker that are imposed by terms of this Agreement. Any transaction(s) already in closing and brought over to Nexus Capital Partners LLC D.B.A. Nexus International Realty upon hire, or released from Nexus Capital Partners LLC D.B.A. Nexus International Realty upon termination are subject to a 10% charge of gross commissions earned by the Associate who is hiring on or terminating.

**7. DOCUMENTS AND FILES:** All files and documents pertaining to listings, leads and transactions are the property of Broker and shall be delivered to Broker by Associate according to the manner and term indicated in Broker's Office Policy and Procedure Manual.



**8. AUTOMOBILE INSURANCE:** Associate shall maintain automobile insurance coverage for personal injury protection liability and property damage in the amounts of \$300,000 and for bodily injury liability of \$500,000. Broker shall be indemnified and held harmless against any claims or demands resulting from any automobile accident of Associate or as a result of Associate's default in this paragraph.

**9. EARNEST MONEY DEPOSITS:** Associate acknowledges and understands that **Broker does not maintain An escrow account** and that any earnest money deposits shall **never ever be touched** by Associate. Associate should notify closing immediately to arrange for any earnest money deposits needing to be picked up or delivered and submitted on behalf of the client and then it should be reported to the broker.

Associate shall not ever receive ANY funds from clients nor receive ANY cash payments from clients. All trust funds shall be handled in compliance with all applicable laws.

**10. FICTITIOUS BUSINESS NAMES AND LOGOS:** While affiliated with Broker, Associate shall use Broker's name "Nexus International Real Estate, Inc. and distinctive logo on signage, stationary, websites, and/or any other marketing materials unless otherwise agreed to. Associate agrees that Broker retains exclusive rights to the "The Nexus International Realty" trademark logo and graphics. Associate agrees to discontinue the use of Nexus Capital Partners LLC D.B.A. Nexus International Realty trademark logo and graphics immediately upon the termination of this Agreement.

Associate while affiliated with Broker shall never use the word REALTOR on business cards and in any advertising of services in any means including printed, TV or on the Internet.

**11. ADVERTISING AND SOLICITATIONS:** All advertising done by Associate must receive prior written approval of Broker. No telephone solicitation is allowed by Associate to people who have registered their telephone numbers on a national do-not-call registry. Broker is not liable or responsible for any advertising done by Associate on its behalf and Associate agrees to hold Broker harmless of any costs, damages, legal or otherwise, specifically arising as a result of Associate's failure to comply with this.

**12. LIABILITY AND HOLD HARMLESS:** In addition to all other legal or equitable remedies of Broker, Associate shall indemnify and hold Broker and its owner(s), managers, affiliates, shareholders, directors, officers, agents, employees, successors, and assigns harmless from and against and shall reimburse the same with respect to any and all losses, damages, demands, claims, liabilities, costs, and expenses, including reasonable attorney fees (collective "Losses"), incurred by reason of or arising out of or in connection with any fraud or misrepresentation of Associate, including, but not limited to, Associate's misrepresentation of its relationship with Broker to any third party or any action by Associate taken or omitted pursuant to this Agreement. Any such claims or costs payable pursuant to this Agreement are due to paid in full by Associate, who hereby



agrees to indemnify and hold harmless Broker or manager for all such sums.

**13. INJURIES TO ASSOCIATE:** Associate acknowledges and agrees that Broker does not provide worker's compensation insurance for Associate as the Associate is an independent contractor. It is Associate's obligation to obtain appropriate insurance coverage for the benefit of Associate and its employees, if any, for any injuries. Associate and its employees waive any rights to recovery from Broker for any injuries that Associate and/or its employees may sustain while performing services under this Agreement.

**14. ASSOCIATE'S EMPLOYEES:** Associate's employees, if any, who perform services for Broker under this Agreement shall also be bound by the provision of this Agreement. Associate's responsibilities include advising its employees of the terms of this Agreement and supervising their activities to ensure their compliance with all of its terms. At the request of Broker, Associate shall provide evidence that such persons are Associate's employees and are bound by the provisions of this Agreement.

**15. WORKING PLACE:** Broker does not provide an office space for the Associate. Associate may work from home, personal office, vehicle or any other places of Associate's choice. However, Associate is responsible to store all transaction documents in a safe place with a lock and be able to present them at the Broker's request within 24 hours. Associate must be accessible by phone, fax, e-mail and postal mail, and respond to voicemails within a maximum time frame of 24 hours.

**16. ACTIVITY REPORTING:** Associate is required to report all his/her real estate activities to the Broker within 48 hours of their occurrence. Real estate activities include listing agreements, newly opened escrows (accepted purchase agreements), earnest money deposits escrow has handled, cancelled and expired agreements, renewed agreements, referral fee agreements and/or any other business contract or arrangement involving an Associate and his/her client.

**17. ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties and there are no promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

**18. APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Florida. Any lawsuit filed which arises out of or relates to this Agreement must be filed in the state of Florida.

**19. TERMINATION OF AGREEMENT:** This Agreement will be in effect for 1 year from the effective date. Either party may terminate this Agreement by 30 days' advance notice to the other party. Broker may terminate this agreement without notice for wrongful conduct by associate. Associate will not, after termination of this Agreement, use to his/her own advantage, or to the advantage of any other



person or entity, any information gained from the business of the Broker relating to property for sale, lease or rental, or Broker's customers or clients. Upon termination of this agreement, Associate will return all broker's property to Broker with no copies made or retained by Associate. Even after termination, this Agreement shall govern all disputes and claims between Broker and Associate connected with their relationship under this Agreement, including obligations and liabilities arising from existing and completed listings, transactions, and services.

**20. DISPUTE RESOLUTION:** This agreement will be construed under Florida law. All disputes between Associate and another associate in Broker's firm will be resolved by Broker. All disputes between Broker and Associate will be mediated under the rules of the American Arbitration Association or other mediator agreed upon by the parties. The parties will equally divide the mediation fee, if any. In any litigation between Broker and Associate, the prevailing party will be entitled to recover reasonable attorney's fees and costs at all levels unless the following box is checked:  Arbitration: Any dispute not resolved by mediation will be settled by neutral binding arbitration in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration or litigation (including appeal and interpleaders) will pay its own fees, costs and expenses, including attorney fees at all levels, and will equally split the arbitrators' fees and administrative fees of arbitration.

**21. ASSOCIATE AGREES AND UNDERSTANDS THAT:** Nexus Capital Partners LLC D.B.A. Nexus International Realty has an Office Policy and Procedure Manual which contains important information about the Company's general office policies. Associate has received a copy and is expected to read, understand, and adhere to the Nexus Capital Partners LLC D.B.A. Nexus International Realty office policies. The Company may, in its sole and absolute discretion, change any policies, benefits, or practices in the manual, with or without prior notice.

**22.** Associate's signature below certifies that he/she has read the Nexus Capital Partners LLC D.B.A. Nexus International Realty Office Policy and Procedure Manual and agrees to abide by its provisions during his/her association with Nexus Capital Partners LLC D.B.A. Nexus International Realty. It supersedes all prior agreements, understandings, and representations concerning Associate's association with this Company, Nexus Capital Partners LLC D.B.A. Nexus International Realty. Associate acknowledges receipt of a copy of this agreement for their records.

Broker or Manager Print Name \_\_\_\_\_

Broker or Manager Signature \_\_\_\_\_

Associate Print Name \_\_\_\_\_

Associate Signature \_\_\_\_\_

Effective Date \_\_\_\_\_