

## REAL ESTATE AGENT INDEPENDENT CONTRACTOR AGREEMENT (BETWEEN THE AGENCY AND THE SALESPERSON)

**I. The Parties.** This Real Estate Agent Independent Contractor Agreement (“Agreement”) is made on \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”), by and between \_\_\_\_\_ (“Salesperson”) and **SmartMAP Realty** with a principal office address of 223 Kenmont Drive, Town of Holly Springs, State of North Carolina (“Agency”).

The Salesperson and Agency, collectively the “Parties”, agree as follows:

**II. The Salesperson.** The Salesperson is a licensed real estate agent in the State of North Carolina. In accordance with State law, the Salesperson is duly qualified to solicit real estate as a service to the general public.

- a.) **Status.** The Parties agree that the services provided by the Salesperson are as an Independent Contractor and no other legal relationship exists or is implied. Nothing in this Agreement shall constitute an offer of employment, a partnership, a joint venture, or any other form of relationship other than the Salesperson’s relationship with the Agency.
- b.) **Licensing.** At the Salesperson’s own expense, he or she will be required to remain in “good standing”, or the State’s equivalent, through the term of this Agreement. In the event the license issues to the Salesperson is revoked suspended, or not renewed for any reason, the Salesperson shall automatically terminate effective the date of termination provided. The Salesperson agrees to hold the Agency harmless in any case related to licensing.
- c.) **Board of Realtors.** Under this Agreement, the Salesperson is: (check one)
  - **Required** to apply and become a paying dues member to the local Association of Realtors board within 30 days of the Effective Date.
  - **Not Required** to apply and become a paying dues member to the local Association of Realtors board.
- d.) **Fines.** The Salesperson is entirely responsible for any fines or judgments made against them, including payment, in regards to the Real Estate Commission, the National Association of Realtors, or any other regulatory institution.
- e.) **Best Efforts.** Salesperson shall exert his/her best efforts in all activities related to the listing, selling, leasing, or exchanging of real property and will always and at all times conduct himself/herself in full compliance with local state, and federal statutes, rules and guidelines and in a way that reflects the high standards of the Agency.
- f.) **Fees.** The Salesperson agrees to pay for all fees and expenses incurred in the process of selling real estate except: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**III. Withholdings.** As an independent contractor, the Salesperson understands they will be personally responsible for all Local, State, and Federal Taxes. In addition, the Salesperson agrees to indemnify the Agency for any and all liabilities or costs related to the aforementioned employment withholdings.

- a.) **Employment Insurance.** As an independent contractor relationship, Agency provides no Worker's Compensation or Unemployment Insurance coverage of any kind. Salesperson expressly waives such coverage and is hereby notified that if Workers Compensation Coverage is desired, Salesperson must personally obtain coverage directly from a licensed insurance carrier at the Salesperson's sole expense.

**IV. Office Support.** The Agency shall provide an atmosphere with support for assisting the Salesperson with running their own business. The offices provided by the Agency are not guaranteed to have its own furniture or equipment and shall be the responsibility of the Salesperson.

- a.) **Supervision.** Agency is responsible for the supervision of all work performed by Salesperson as required by law and this Agreement. Except where such methods are inconsistent with the law or this agreement, Salesperson is solely responsible for the management of their own real estate business including, but not limited to, the management of time, efforts, expenses, etc. Agency shall have no right, except to the extent required by law to direct or limit Salesperson's activities as to hours, leads, floor time, open houses, prospecting, reports, sales meeting attendance, services, time off, vacation, or other similar activities.

**V. Salesperson's Authority.** Salesperson is NOT an agent of the Agency and shall have NO authority to bind the Agency by any promise or representation unless such authority is expressly granted in writing which writing must include the specific time period and terms included in said agreement. Salesperson indemnifies and agrees to hold Agency harmless for any acts or omissions made by Salesperson contrary to this Agreement.

**VI. Fair Housing Requirements.** The Agency is committed to full compliance with all Federal and State Fair Housing Laws. Therefore, Salesperson shall fully understand and comply with all Fair Housing requirements and shall not act or advertise in any way to deny equal professional services or housing opportunity to any person for reasons of race, color, religion, sex, handicap, familial status, or national origin as mandated in the "Equal Housing Opportunity Act" or any other current or future enacted regulations.

**VII. Termination.** This Agreement is considered to be month to month and as such, either party may "at-will" and without cause, terminate by providing at least **30 days'** written notice. Any fees, which were prepaid to Agency pursuant to the terms contained herein, shall be retained by Agency at the time of early termination in all situations except where the early termination is due to the inability of the Agency to perform services as agreed. If Agency is unable to perform agreed upon services for any reason, any prepaid fees (if any) shall be returned on a prorated basis for each full month of the remaining prepaid term. Agency shall have no further obligation or liability to Salesperson beyond re-payment of pre-paid fees as outlined herein.

**VIII. Commissions.** All commissions charged by the Salesperson to a Client in the solicitation of their property to procure a sale shall be payable to the Agency. The Salesperson has the right to negotiate and charge their own rates.

- a.) **Payment of Commissions.** The Agency shall pay the Salesperson **100%** of the total commission amount ("Commission Arrangement"). This Commission Arrangement is separate from any other liabilities in this Agreement. All commissions shall be paid within thirty (30) days to the Salesperson.

**IX. Assignment.** The Salesperson shall not assign or otherwise transfer any of the rights and obligations so placed on the Salesperson hereunder. Any purported or attempted assignment or other transfer or delegation in violation of this section shall deem this Agreement null and void.

**X. Indemnification.** Salesperson agrees to indemnify and hold harmless the Agency, its agents, employees, officers, successors, assigns, and any other party deriving title under the term Agency from all fines, levies, suits, proceedings, claims, actions, or causes of actions of any kind whatsoever including, but not limited to, all costs, court costs, litigation expenses and attorney fees arising from, growing out of, in connection with or incidental to the Salesperson activities and operation of real estate business.

**XI. Notice.** Any notice to be given by one of the Parties to the other under, or in connection with this Agreement, shall be in writing and signed by or on behalf of the Party giving it, and addressed to the recipient at the mailing address, facsimile number, or following e-mail:

**Salesperson**

Mailing Address: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

**Agency**

Mailing Address: **SmartMAP Realty, 223 Kenmont Drive, Holly Springs, NC 27540**  
E-Mail: **Alan.Thompson@smartmap.com**  
Fax Number: N/A

**XII. Amendments & Modifications.** At any time with thirty (30) days' written notice, the Agency has the right to change the terms of this Agreement.

**XIII. No Waivers.** The rights and remedies of the parties to this Agreement are cumulative and not alternative. No waiver of any rights is to be charged against any Party unless such waiver is in writing signed by an authorized representative of the Party so charged. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

**XIV. Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the party's intent.

**XV. Execution in Counterparts.** This Agreement may be executed in counterparts (which may be exchanged by facsimile), each of which will be deemed an original, but all of which together will constitute the same Agreement.

**XVI. Governing Law.** The validity, construction, interpretation of this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to principles of conflicts of law. The Parties hereby consent and agree to the exclusive jurisdiction of the state and federal courts located in said State for all suits, actions or proceedings directly or indirectly arising out of or relating to this Agreement, and waive any and all objections to such courts, including but not limited to objections based on improper venue or

inconvenient forum, and each Party hereby irrevocably submits to the jurisdiction of such courts in any suits, actions or proceedings arising out of or relating to this Agreement.

**XVII. Additional Terms and Conditions.**

**Salesperson agrees to pay an Agency Fee of \$99.00 per month and a Flat Closing Fee of \$795.00 per closed transaction. Agency will credit one monthly payment of the \$99.00 Agency Fee for each new salesperson recruited.**

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**XVIII. Entire Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein, superseding all previous Agreement pertaining to such subject matter, and may be modified only by an amendment executed in writing by the authorized officers of both parties hereto. All prior agreements, representations, warranties, statements, negotiations, understandings and undertakings are superseded hereby.

Both parties hereto represent that they have read this Agreement, understand it, agree to be bound by all terms and conditions stated herein, and acknowledge receipt of a signed, true and exact copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the day and year first written above.

**Agency**

Agency Representative's Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name **Alan O. Thompson**

**Salesperson**

Salesperson's Signature \_\_\_\_\_ Date \_\_\_\_\_

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