

**INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "Broker") and \_\_\_\_\_ (hereinafter referred to as "Associate").

**W I T N E S S E T H**

WHEREAS, Broker is engaged in business as a general real estate Broker in the State of Oklahoma, and is duly licensed as a real estate Broker by the State of Oklahoma; doing business as \_\_\_\_\_ (Firm name) [ ] a sole proprietorship; [ ] a partnership, [ ] a corporation; and

WHEREAS, Broker procures the listings of real estate for sale, lease or rental, and/or finds prospective purchasers, lessees and renters; and

WHEREAS, Broker maintains an office which is properly equipped with furnishings and other equipment necessary and incidental to the proper operation of said business; and

WHEREAS, Associate is duly licensed by the State of Oklahoma as a [ ] real estate Broker; [ ] real estate Sales Associate, [ ] provisional real estate Sales Associate; and

WHEREAS, it is in the best interests of Broker and Associate to do business with each other in the manner hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises herein contained, it is agreed as follows:

1. **Listings.** Broker agrees to make available to Associate, equally with other salespersons associated with Broker, all current listings of the office, except any listing which Broker may choose to place in the exclusive servicing of some other salesperson. Nothing in this Agreement shall be construed to require Associate to accept or service any particular listing or prospective listing offered by Broker.
2. **Sales Activities.** Broker shall not, except to the extent required by law, direct or limit Associate's activities as to hours, leads, open houses, opportunity or floor time, production, prospects, sales meetings, schedule, inventory, time off, vacation, or similar activities. Broker shall cooperate fully with Associate in carrying out sales activities.
3. **Use of Facilities.** Broker shall make available for Associate's use, along with other salespersons associated with Broker, the facilities of the real estate office located at \_\_\_\_\_ and the facilities of any other office location made available by Broker under this Agreement.
4. **Associate's Efforts.** Associate shall work diligently (a) to sell, exchange, lease or rent properties listed with Broker or other cooperating Brokers, (b) to solicit additional listings, clients and customers, and (c) to otherwise promote the business of serving the public in real estate transactions to the end that Broker and Associate may derive the greatest benefit possible.
5. **Conduct of Business.** Associate shall conduct business in such a manner so as to maintain and increase the goodwill and reputation of Broker and Associate. Both parties agree to keep their licenses current during the term of this Agreement and agree to abide by all applicable laws, rules and regulations, and code of ethics, and Broker's policies relating to independent contractors, if any.
6. **Compensation to Associate.** The compensation of the Associate shall be based upon a proportionate share of the commissions charged by the Broker for services rendered in real estate transactions in which Associate may be involved. When Associate shall perform any service pursuant to this Agreement, whereby a commission is earned, the commission shall, when collected, be divided between Broker and Associate pursuant to the schedule set out in Exhibit A, a copy of which is attached hereto and incorporated herein by this reference. Broker shall advise Associate of any special contract relating to any particular transaction which Associate may undertake to handle in the event of special arrangements with any client of Broker or Associate on property listed with Broker or controlled by Associate, a special division of commission may apply, such rate of division to be agreed upon in advance by Broker and Associate. In the event that two or more salespeople participate in such a service, or claim to have done so, the amount of commission over that accruing to

\_\_\_\_\_  
Broker's Initials

\_\_\_\_\_  
Sales Associate's Initials

Broker shall be divided between the participating salespeople as they shall agree. In no case shall Associate be personally liable to Broker for any commission, but, when the commission shall have been collected from the party or parties for whom the services were performed, Broker shall hold it in trust for Associate and Broker to be divided according to the terms of this Agreement. The division and distribution of earned commission shall take place as soon as practicable after collection of such commission.

7. **Associate Expenses.** Broker shall not be liable to Associate for any expenses incurred by Associate or for any of Associate's acts, nor shall Associate be liable to Broker for office help or expenses, unless otherwise agreed to in writing. Associate shall have no authority to bind Broker unless specifically authorized in a particular transaction. The expenses of attorney's fees, multiple listing fees, costs, title expenses, and similar fees or expenses which must, by reason or necessity, be paid from the commission, or are incurred in the collection of or the attempt to collect the commission, shall be paid by the parties as provided for in this Agreement in the division of the commission or as otherwise agreed to by the parties. Suits for commission shall be maintained only in the name of the Broker.

8. **Automobile Liability Insurance.** Associate shall supply satisfactory evidence of automobile liability insurance in an amount acceptable to Broker.

9. **Independent Contractor Relationship.** Broker and Associate intend that, to the maximum extent permissible by law, (a) this Agreement shall not constitute a hiring or employment agreement by either party, (b) Broker and Associate are independent contracting parties with respect to all services rendered under this Agreement or in any resulting transactions, (c) Associate's only remuneration shall be a proportional share, if any, of commissions collected by Broker, (d) Associate retains sole and absolute discretion and judgment in the methods, techniques, and procedures to be used in soliciting and obtaining listings, sales, exchanges, leases, rentals, or other transactions, and in carrying out Associate's selling and soliciting activities, except as required by law or by Broker's policies (including Broker's Policy Manual, if any), (e) Associate is under the control of Broker as to the results of Associate's work only, and not as to the means by which those results are accomplished except as may be required by law or by Broker's policies (including Broker's Policy Manual, if any), (f) this Agreement shall not be construed as a partnership, (g) Associate shall have no authority to bind Broker by any promise of representation unless specifically authorized by Broker in writing, (h) Broker shall not be liable for any obligation or liability incurred by Associate, and (i) Associate shall not be treated as an employee with respect to services performed as a real estate licensee, for state and federal tax purposes.

10. **Property of Broker.** All listings of property, and all agreements for performance of licensed acts, and all acts or actions requiring a real estate license which are taken or performed in connection with this Agreement, shall be taken and performed in the name of Broker. All listings shall be submitted to Broker within twenty-four (24) hours after receipt by Associate. Associate agrees to and does hereby contribute all right and title to such listings to Broker for the benefit and use of Broker, Associate, and other salespersons associated with Broker.

11. **Termination of Relationship.** Broker or Associate may terminate their relationship under this Agreement at any time, on twenty-four (24) hours written notice, with or without cause. 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.

12. **Commissions After Termination.** The rights of the parties to any commission earned on transactions which have been consummated (closed) and which are due and owing to the Broker prior to termination of this Agreement shall not be divested by said termination; provided, in the event Associate voluntarily terminates this Agreement, then Broker, at his or her discretion, shall have the right to retain a portion of the Associate's share of commissions not to exceed \_\_\_\_\_% of Associate's share from any transactions under contract at the termination of this Agreement and which are consummated (closed) after termination of this Agreement.

13. **Proprietary Information and Files.** Associate shall not use to Associate's own advantage, or the advantage of another person, business, or entity, except as specifically provided in this Agreement, either during Associate's association with Broker or thereafter, any information gained for or from the business or files of Broker. All files and documents pertaining to listings and transactions are the property of Broker and shall be delivered to Broker by Associate immediately upon request or upon termination of their relationship under this Agreement.

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Broker's Initials

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Sales Associate's Initials

14. **Additional Provisions.** \_\_\_\_\_

15. **Notices.** All notices under this Agreement shall be in writing. Notices may be delivered personally, or by certified U. S. mail, postage prepaid, or by facsimile, to the parties at the addresses noted below. Either party may designate a new address for purposes of this Agreement by giving notice to the other party. Notices mailed shall be deemed received as of 5:00 p.m. on the second business day following the date of mailing.

16. **Entire Agreement.** All prior agreements between the parties concerning their relationship as Broker and Associate are incorporated into this Agreement which constitutes the entire contract. Its terms are intended by the parties as a final and complete expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement of contemporaneous oral agreement. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by further agreement in writing duly executed by Broker and Associate.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first above written.

BROKER:

ASSOCIATE:

(For use by Partnerships and Corporations)

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

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Title

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City, State, Zip

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Address

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Telephone                      Fax

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City, State, Zip

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Telephone                      Fax

(For use by Sole Proprietorships)

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Signature

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Address

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City, State, Zip

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Telephone                      Fax