

# Real Estate Salesman Independent Contractor Agreement

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201(x), by and between \_\_\_\_\_, of \_\_\_\_\_,

(hereinafter referred to as Broker), and \_\_\_\_\_ of \_\_\_\_\_, (hereinafter referred to as Salesman).

The Parties recite that:

A. Broker is duly registered and licensed with the State of \_\_\_\_\_ as a real estate broker whose license expires \_\_\_\_\_.

B. Salesman is duly registered and licensed with the State of \_\_\_\_\_ as a real estate salesman whose license expires \_\_\_\_\_.

In consideration of the mutual covenants set forth below, the parties agree as follows:

## 1. STATEMENT OF EMPLOYMENT

Effective as of the date of this Agreement, Broker employs Salesman as a real estate salesman.

## 2. DUTIES OF SALESMAN

Salesman will carry on the customary activities of a real estate salesman, including, but not necessarily limited to, the showing of parcels of real estate on which Broker has listings, the sale of such property in accordance with the terms of the listings, the solicitation of new listings, and such other services pertaining to the real estate business as Broker may require of him. Salesman shall devote his entire time and attention to such duties and shall use his best efforts with regard to all of such duties.

## 3. COMMISSIONS ON SALES

Broker shall pay to Salesman a commission equal to \_\_\_\_\_ percent of the total commission received by Broker, on sales made by Salesman and completed during the effective period of this Agreement. Furthermore, during the effective period of this Agreement, Broker will advance to Salesman against commissions to be earned the

sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) per month, provided that Salesman may elect to draw commissions as earned.

#### 4. DURATION OF AGREEMENT; TERMINATION

The term of this Agreement shall be for \_\_\_\_\_ years, commencing on the date of this Agreement. Either party may terminate this Agreement by sixty (60) days' written notice to the other party. If, on termination of this Agreement, Broker has advanced to Salesman against commissions to be earned a sum of commissions actually earned by Salesman, Salesman will promptly refund the amount of the excess advances.

#### 5. ACCESS TO LISTINGS AND OTHER INFORMATION

Broker will give Salesman access to its confidential files pertaining to listings of property, prospects for the sale of such property, and other related matters. Broker shall also furnish Salesman personal contacts with persons interested in selling or buying such property, and shall generally aid Salesman in every way possible with respect to such sales and Salesman's duties hereunder.

#### 6. LOYALTY TO BROKER'S INTEREST

Salesman will not during the term of this Agreement be engaged in any other business activity, whether or not pursued for gain, profit, or other pecuniary advantage, provided, however, that Salesman may invest his assets in such form or manner as will not require his expenditure of any undue amount of time.

#### 7. NONDISCLOSURE OF TRADE SECRETS

Salesman recognizes and acknowledges that the information that will be furnished to him concerning Broker's customers, listings, holdings, investments, transactions, and other confidential matters constitutes a valuable, special, and unique asset and trade secret of Broker's business. Accordingly, Salesman will not, during or after the term of his employment hereunder, disclose any such information or any part thereof to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever.

#### 8. WRITTEN CONTRACT AS CONSTITUTING ENTIRE AGREEMENT

This Agreement constitutes the entire contract and agreement between parties, and there are no verbal understandings or other agreements of any nature with respect to the subject matter hereof except those contained in this Agreement.

9. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

10. GOVERNING LAW

This Agreement shall be governed, interpreted and construed by, through and under the laws of the state of \_\_\_\_\_.

11. ATTORNEYS' FEES

In the event of any legal or equitable action, including any appeals, which may arise hereunder between or among the parties hereto, the prevailing party shall be entitled to recover a reasonable attorneys' fee. Attorneys' fees shall also include hourly charges for paralegals, law clerks and other staff members operating under the supervision of an attorney.

12. SEVERANCE

The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof.

13. HEADINGS

The paragraph headings contained herein are for convenience of reference only and are not to be used in the construction or interpretation hereof.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed on the date first above written.

WITNESSES:

BROKER

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SALESMAN

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