

Utica Realty LLC

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and executed on this day

____ (date) Day of ____ (Month), ____ (Year) by and between:

PARTIES

1. **Utica Realty LLC**, a company incorporated under the laws of the State of Michigan and having its principal office at **8243 Hall Rd. Suite 205, Utica, Michigan**, represented by its **Principal Broker, Carl Barash**, (hereinafter referred to as the "Broker") which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include all persons deriving title under the "Broker".

AND

2. _____, an individual, having a Social Security Number: _____, residing at _____ (hereinafter referred to as the "Independent Contractor") which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include all persons deriving title under the Independent Contractor.

RECITALS:

A. WHEREAS, the Broker is licensed as a real estate broker in the State of Michigan. The Broker also maintains an office at Utica Realty LLC Real Estate and is completely equipped to render services in the field of real estate to the public.

B. WHEREAS, the Independent Contractor is adequately licensed as a Real Estate Salesperson and is duly qualified to solicit real estate for sale or for exchange or for other purposes.

C. WHEREAS, the Broker has expressed his desire to hire the services of the Independent Contractor and Independent Contractor has expressed his/her willingness towards the same.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the reasons set forth and in consideration of the covenants and promises of the parties hereto, parties agree as follows:

1. INTERPRETATIONS

Unless the context of this Agreement otherwise requires:

1.1 The headings of the clauses to this Agreement are for convenience only and shall be ignored in construing this Agreement;

1.2 The singular includes the plural and vice versa;

1.3 References to a party or the parties are references to either the Broker or the Independent Contractor or both, as deem and appropriate;

1.4 References to other agreements and documents shall be deemed to be references to such agreements and documents as amended, replaced, substituted, assigned, notated, supplemented or otherwise modified from time to time; and the words "include" and "including" shall be deemed to be qualified by a reference to without limitation.

2. EFFECTIVE DATE

The effective date of this Agreement shall be _____ and all rights and obligations of the parties hereunder shall be effective as of that date.

3. INDEPENDENT CONTRACTOR'S RIGHTS AND OBLIGATIONS

It is agreed that:

3.1 The Independent Contractor shall act as a referral agent for the Broker and is not to be treated as an employee of the Broker for the purposes of tax;

3.2 The Independent Contractor shall not have any fixed hours of work;

3.3 The Independent Contractor shall conduct his business in accordance with and in conformance with the applicable laws and rules governing the real estate industry and a real estate salesperson.

3.4 The Independent Contractor further agrees to act in accordance with the ethical rules of conduct governing a real estate salesperson in the real estate industry.

3.5 The Independent Contractor will abide by the rules governing the Broker's business, with regard to, which the Broker shall inform the Independent Contractor from time to time.

3.6 The Independent Contractor shall devote his/her time and energy in the best possible manner and towards the growth of Broker's business.

3.7 The Independent Contractor is liable for all the expenses incurred by him/her in the course of this agreement and for the purpose of further developing the Broker's business.

3.8 At the time of making a referral it is the responsibility of the Independent Contractor to secure a percentage referral agreement with the receiving real estate agency.

3.9 The Independent Contractor must renew his/her license as and when the license becomes due for renewal without any fail.

4. RESTRICTIVE COVENANTS

4.1 The Independent Contractor shall not hire, employ, contract with or for, retain license or sponsor any sub agents.

4.2 The Independent Contractor shall not list or sell real estate other than for Utica Realty LLC.

4.3 The Independent Contractor shall not give the impression that he/she is not affiliated with Utica Realty LLC.

4.4 Broker shall have sole control over the manner in which its listing of real estate is advertised on any medium. All advertisements of listing shall prominently display the Broker's name (in compliance with State of Michigan rules). Associate may not display, or authorize any third party to display, Broker's name. Associate may not display, or authorize any third party to display, Brokers listings on any website without Broker's prior written consent. Associate shall comply with all of Broker's rules and regulations governing internet advertising activates as the same may be imposed by Broker from time to time.

4.5 Broker and Associate intend that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and all other copyrightable elements submitted by Associate to Broker at any time with respect to a real estate listing shall be the property of Broker's sales licensees, subject to the following:

a. To the extent permitted under applicable law, all Listing Content shall be considered a Work Made for Hire (as such term is defined under the copyright Act, 17 U.S.C. section 101 and following, as amended) by Associate for Broker, and as such, shall be exclusively developed for the benefit of land owned by Broker. Broker shall exclusively own all copyrights and all other intellectual property rights in listing content.

4.6 Broker shall not be liable to Associate for any expenses incurred by him/her, nor shall Associate be liable to the Broker for any office expense, in each case expect as may be expressly provided in this Agreement, the Commission Schedule or other written policy or procedure. Associates shall have no authority to obligate to Broker to pay any expenses, charges or other fees.

5. BROKER'S OBLIGATIONS

It is agreed that:

5.1 The Broker shall provide the Independent Contractor all the guidance so required with regard to the Independent Contractor referral business.

5.2 The Broker shall retain **0%** of the Commission and the Independent Contractor shall be entitled to **100%** of the Commission on all residential sale and lease transactions. All Commercial sale and lease transaction and property management (residential & Commercial) commission will be on a **80/20 split with a \$10,000 cap** in favor of Independent Contractor. 2+ Family homes are considered as Commercial properties. Also, all referrals will be subject to an 80/20 split or \$595 which ever is less.

5.3 The commission amount would be collected by the Broker and would be transferred in favor of the Independent Contractor within a time period of **2-3 days** from the date of receipt of such commission through Utica Realty ACH program.

5.4 Utica Realty LLC does require a **Compliance Fee of \$595** on all transactions (residential and commercial), \$295 for all rental residential transactions. This is the only amount collected. It is in the agents choice as to how much is charged. If a lesser amount is collected from their client, the agent is responsible for the difference. The Broker reserves the right to increase the Compliance fee in the future but never more than \$100.

5.5 Error and Omission insurance (E&O) for each agent will be paid for by Utica Realty LLC for the 1st year of employment (1 full year). After which, Utica Realty reserves the right to charge a small fee to offset the cost.

6. TERM OF THIS AGREEMENT

This Agreement is entered beginning from the effective date of in #2 above and will last until terminated by either of the parties in accordance with the Clause on Termination specified herein.

7. TERMINATION

7.1 This contract and the association created hereby may be terminated by either party, with or without cause, at any time, upon **7 days'** notice given to the other. The rights of the parties to any commission which accrued prior to notice of termination shall not be divested by the termination of this contract.

7.2 Associate shall not, after the termination of this contract, use to his/her own advantage, or the advantage of any other person or corporation, any information that is, or should reasonably be understood to be, confidential or propriety to Broker.

7.3 In the event this Agreement is terminated for any reason, Associate shall immediately deliver all paper and electronic files to Broker, including active files.

1. Associate shall not be entitled to a commission on any sales which close after termination, unless this agreement is terminated by Broker without cause, in which case Associate shall receive all commissions earned prior to termination which are received by Broker. For purposes hereof, "earned" shall refer to transactions with a binding purchase agreement in place at the time of termination.

2. As to commissions received by Broker pursuant to binding purchase agreements in place prior to termination of this Agreement, Associate shall receive 100% of the commission to which he/she would have otherwise been entitled if the Agreement was still in place.

3. As to commissions received by Broker pursuant to purchase agreements signed after the termination of this Agreement, Associate shall receive 0% percent of the commission to which he/she would have otherwise been entitled if the Agreement was still in place. Associate shall not be entitled to any compensation in connection with purchase agreements signed during extensions to any such listings or on any re-listings.

8. ASSIGNMENT

The Independent Contractor shall not assign or otherwise transfer any of the rights and obligations so placed on the Independent Contractor hereunder. Any purported or attempted assignment or other transfer or delegation in violation of this Section shall be null and void.

9. LIMITATION OF LIABILITY

The Broker shall not be liable to the Independent Contractor for any expenses so incurred by the Independent Contractor nor shall the Independent Contractor have the authority to bind the Broker by any promise or representations, unless specifically authorized in advance and in writing by Broker. The Independent Contractor agrees to pay all costs and expenses incurred by the Broker in defending or satisfying any claim or judgment assessed against the Broker arising from any claims, complaints or litigation which arise against the Broker directly due to the activities of the Independent Contractor.

10. RELATIONSHIP BETWEEN PARTIES

Each party is an independent contractor of the other party. Nothing herein will constitute a partnership between or joint venture by the parties" or constitute either party the agent of the other.

11. INDEMNIFICATION

Each party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employers, and permitted successors and assigns that occurs in connection with this Agreement.

12. 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.

13. 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.

14. GOVERNING LAW AND FORUM

The validity, construction, interpretation of this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, 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 Michigan 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.

15. 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.

BROKER

Name: Carl Barash

Title: Principal Broker

Date: _____

Signature

INDEPENDENT CONTRACTOR

Name: _____

Title: _____

Date: _____

Signature