

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ [brokerage Broker name] ("the Broker") and \_\_\_\_\_ [agent's name] ("the Agent").

- 1. Independent Agent.** Subject to the terms and conditions of this Agreement, the Broker hereby engages the Agent as an independent Agent to perform the services set forth herein, and the Agent hereby accepts such engagement.
- 2. Duties, Term, and Compensation.** The Agent's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the estimate previously provided to the Broker by the Agent and which is attached as Exhibit A, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Agent and agreed to by the Broker, and which collectively are hereby incorporated by reference.
- 3. Commission Splits/Compensation.** If the Agent obtains a Listing Agreement or Buyer's Agreement and subsequently earns a commission as a result of that agreement, the Agent and the Broker will share the commission as follows:  
\_\_\_\_\_ percent (\_\_\_\_\_% ) of the total commission received by for each transaction shall be paid to the Broker and the remaining \_\_\_\_\_ percent (\_\_\_\_\_% ) of the total commission received shall be paid to the Agent. A commission is any compensation, valuable consideration or promise thereof received by the Broker's company, including, but not limited to, receipt of an interest in a joint venture, partnership or other business entity.
- 4. Confidentiality.** The Agent acknowledges that during the engagement [he or she] will have access to and become acquainted with various trade secrets, innovations, processes, information, records and specifications owned or licensed by the Broker and/or used by the Broker in connection with the operation of its business including, without limitation, the Broker's business and product processes, methods, customer lists, accounts and procedures. The Agent agrees that [he or she] will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Broker. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Broker, whether prepared by the Agent or otherwise coming into [his or her] possession, shall remain the exclusive property of the Broker. The Agent shall not retain any copies of the

foregoing without the Broker's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Broker, the Agent shall immediately deliver to the Broker all such files, records, documents, specifications, information, and other items in [his or her] possession or under [his or her] control. The Agent further agrees that [he or she] will not disclose [his or her] retention as an independent Agent or the terms of this Agreement to any person without the prior written consent of the Broker and shall at all times preserve the confidential nature of [his or her] relationship to the Broker and of the services hereunder.

5. **Conflicts of Interest; Non-hire Provision.** The Agent represents that [he or she] is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the Agent and any third party. Further, the Agent, in rendering [his or her] duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which [he or she] does not have a proprietary interest. During the term of this agreement, the Agent shall devote as much of [his or her] productive time, energy and abilities to the performance of [his or her] duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Agent is expressly free to perform services for other parties while performing services for the Broker. For a period of six months following any termination, the Agent shall not, directly or indirectly hire, solicit, or encourage leaving the Broker's employment, any employee, consultant, or Agent of the Broker or hiring any such employee, consultant, or Agent who has left the Broker's employment or contractual engagement within one year of such employment or engagement.
6. **Termination.** The Broker may terminate this Agreement at any time by 10 working days' written notice to the Agent. In addition, if the Agent is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Broker, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Broker at any time may terminate the engagement of the Agent immediately and without prior written notice to the Agent.
7. **Pending Listings or Transactions Upon Termination.**
  - a. If this Agreement is terminated while Agent has listings or pending transactions that require further work, the Broker will make arrangement with another affiliated licensee to perform the required work on the listings or pending transactions or the Broker shall perform the work. The licensee performing the work shall be reasonably compensated for completing work on those listings or transactions, and such reasonable compensation shall be deducted from the Agent's share of compensation.

or

- b. If this Agreement is terminated while Agent has listings or pending transactions that require further work, the Agent has the option of taking the pending listings or transaction with him or her to the new principal broker provided that the seller provides their written approval to the transfer of the listing agreement.
8. **Independent Agent.** This Agreement shall not render the Agent an employee, partner, agent of, or joint venturer with the Broker for any purpose. The Agent is and will remain an independent Agent in [his or her] relationship to the Broker. The Broker shall not be responsible for withholding taxes with respect to the Agent's compensation hereunder. The Agent shall have no claim against the Broker hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
9. **Insurance.** The Agent will carry liability and errors and omissions insurance (including malpractice insurance, if warranted) relative to any service that [he or she] performs for the Broker.
10. **Successors and Assigns.** All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
11. **Choice of Law.** The laws of the state of Kentucky shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
12. **Arbitration.** Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Kentucky in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.
13. **Headings.** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
14. **Waiver.** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
15. **Assignment.** The Agent shall not assign any of [his or her] rights under this Agreement, or delegate the performance of any of [his or her] duties hereunder, without the prior written consent of the Broker.
16. **Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by

mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

*If to the Agent:*

[name]  
[street address]  
[city, state, zip]

*If to the Broker:*

[name]  
[street address]  
[city, state, zip]

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

17. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
18. **Entire Understanding.** This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
19. **Unenforceability of Provisions.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

[Broker name]

By: \_\_\_\_\_  
Date/Time: \_\_\_\_\_ a.m./p.m.

[Agent's name]

By: \_\_\_\_\_  
Date/Time: \_\_\_\_\_ a.m./p.m.

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## SCHEDULE A

### DUTIES, TERM, AND COMPENSATION

**DUTIES:** The Agent will [describe here the work or service to be performed]. [He or she] will report directly to [name] and to any other party designated by [name] in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the Broker and agreed to by the Agent.

**TERM:** This engagement shall commence upon execution of this Agreement and shall continue in full force and effect through [date] or earlier upon completion of the Agent's duties under this Agreement. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

**COMPENSATION:** (Choose A or B)

A. As full compensation for the services rendered pursuant to this Agreement, the Broker shall pay the Agent at the hourly rate of [dollar amount] per hour, with total payment not to exceed [dollar amount] without prior written approval by an authorized representative of the Broker. Such compensation shall be payable within 30 days of receipt of Agent's monthly invoice for services rendered supported by reasonable documentation.

B. As full compensation for the services rendered pursuant to this Agreement, the Broker shall pay the Agent the sum of \_\_\_\_\_ [percentage of each commission earned], to be paid \_\_\_\_\_ [time and conditions of payment.]