



Thank you for your interest in Open House Realty. All of the forms that you will need to get started with are as follows:

- Arizona Dept of Real Estate License Activation Form (LI-202)
- MLS Subscriber Agreement
- Association Membership Application or Member Change Form

Forms needed at Open House Realty:

- Independent Contractor Agreement
- IRS W-9 Form completed
- Personal Info Form completed
- Website Information Sheet

These forms can be emailed [OpenHouseRealtyaz@gmail.com](mailto:OpenHouseRealtyaz@gmail.com), or faxed to 623-486-9055.

We look forward to hearing from you soon.

Open House Realty, LLC.  
7047 E. Greenway Parkway, suite 250 Scottsdale, AZ. 85254  
623-2994954 Office 623-486-9055 Fax

# Open House Realty, LLC- Independent Contractor Agreement

Date of this Agreement: \_\_\_\_\_, by and between Open House Realty, (hereinafter referred to as OHR), and \_\_\_\_\_ (hereinafter referred to as Independent Contractor).

**OHR/Independent Contractor Relationship:** This Agreement does not constitute a hiring by either party. The Independent Contractor shall be considered independent and free to devote to his/her real estate business such portion of his/her entire time, energy, efforts, and skill as the Independent Contractor sees fit.

**OHR Responsibilities:** OHR agrees that in consideration of the commission split as outlined below, OHR shall perform as Designated Broker, all required Broker duties.

**Independent Contractor's Responsibilities:** Independent Contractor agrees to act as an independent real estate salesperson in obtaining listings for all types of interest in and to real estate, and soliciting purchasers for said real estate and in connection with the purchase or sale of real estate therein shall be taken in the name of OHR, as required by the rules and regulations of the Arizona Department of Real Estate. Said listings and contracts shall become the exclusive property of OHR. Independent Contractor shall adhere to and abide by OHR's online Policy Manual, and rulings of the designated broker. All files and Broker checklists must be complete in order for Independent Contractor to get paid, which includes but not limited to earnest money receipt, completed contract, settlement statements, and any other forms pertaining to the file as designated by Broker & OHR, and posted online for Independent Contractor.

**Professional and Equal Service:** Independent Contractor shall not deny equal professional service nor be party to any plan or agreement to discriminate against a person or persons on the basis of race, color, religion, sex, handicap, age, familial status, or national origin.

**Ethics and Trade Organization:** Independent Contractor and OHR are members of local Association of Realtors, the National Association of Realtors, and the Arizona Association of Realtors. Independent Contractor agrees to be governed by the rules and regulations.

**Authority to Contract:** All agreements, referrals, or commission splits between Independent Contractors must be in writing and approved by OHR to be considered binding.

**Listing, Contracts, Correspondence, and Records:** All listings and contracts shall remain the property of OHR during the term of this Agreement and thereafter.

**Litigation and Controversies:** In the event any transaction in which Independent Contractor is involved results in a dispute, litigation, legal expense, or settlement, Independent Contractor shall pay all expenses connected therewith, and that all fines, fees, or settlements will be borne solely by the Independent Contractor.

**Termination by OHR:** In the event Independent Contractor violates this Agreement or otherwise fails to conduct business in accordance with the terms of this Agreement, OHR may terminate this Agreement immediately and without notice.

**Termination by either party without cause:** Either party, without cause, may terminate this Agreement at anytime upon the giving of thirty days advance written notice to the other. 100% fees due OHR shall immediately be paid, and brought current. Any closings of real estate transactions after termination shall be handled by OHR. Independent Contractor Agrees to reimburse OHR for expenses incurred such as business cards, magnetic car signs, etc.

**Term of this Agreement:** This Agreement shall be for a period of one year from the effective date written on the first page, and automatically renews for additional one-year period, utilizing the then current Independent Contractor's Agreement unless cancelled. **60% program requires a minimum of 2 sales completed prior to agent switching to 80%, or 100%.**

**Arbitration Agreement Procedure:** In the event of disagreement or dispute between Independent Contractor and OHR, or Independent Contractor under contract with OHR, arising out of or in connection with this Agreement, which cannot be adjusted by and between the parties involved under the terms and conditions of this Agreement, the parties hereby agree to submit such disagreement or dispute to arbitration.

**Error and Omission Insurance:** E & O insurance shall be purchased by OHR and the Independent Contractor will be charged a \$50 transaction fee from each transaction as their contribution to the E & O policy. The E & O is renegotiated annually and may result in increases in the deductible or premium. Any increases shall be passed on to the Independent Contractor. The deductible is currently \$5,000 and Independent Contractor is responsible to pay said deductible in the event of claim.

**The commission split between OHR and Independent Contractor shall be as follows (check one program):**

- 60% to Independent Contractor and 40% to OHR (No Monthly or Transaction Fees).**
- 80% to Independent Contractor and 20% to OHR (No Monthly or Transaction Fees).**
- 100% to Independent Contractor & \$25/month (billed monthly) plus \$195 per Transaction to OHR.**

**Independent Contractor hereby agrees to abide by all rules as set forth in OHR's online Policy Manual.**

\_\_\_\_\_  
Open House Realty, LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Independent Contractor

\_\_\_\_\_  
Date



## Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



Web Page Profile Sheet

When completed, please email to [OpenHouseRealtyaz@gmail.com](mailto:OpenHouseRealtyaz@gmail.com)

Agent Name:
Mobile Phone #:
Office Location:
Email Address:
Designations:
Slogan:
Statement of Professional Goals:
Statement of Service Goals:
Hobbies and Interests:
Educational Background:
Other Miscellaneous Information:
<i>All of these fields are optional; you can also add or change fields. Please include a photo or photo with your bio (Recommended).</i>