

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