



Independent Contractor Agreement for Real Estate Salesperson

This Agreement is made between Executive Texas Realty, with a principal place of business at 417 Gentry Ste D, Spring, TX 77373, and _____ (“Salesperson”), with a principal place of business at 417 Gentry Ste D, Spring, TX 77373.

1. Services to Be Performed

Salesperson will carry on the customary activities of a real estate salesperson, including, but not necessarily limited to, showing of parcels of real estate on which Broker has listings, sale of such property in accordance with the terms of the listings, solicitation of new listings, and such other services pertaining to the real estate business as Broker may require.

2. Compensation

Salesperson will be entitled to receive a share of the commissions actually collected by Broker as a result of closed sales, listings, rentals, leases, or exchanges of real property or mobile homes for which Salesperson’s activities are the procuring cause.

Such commissions will be paid as follows:

Sign on fee:	\$499
Yearly subscription fee July 1 st :	\$499
Residential sales \$0< infinite	\$475.00
Team Mates	\$250.00
Residential leases \$0< infinite	\$99.00
Commercial transactions	15% of commission paid (approved agents only)

The commission for any particular transaction may be varied by written agreement between Broker and Salesperson before completion of the transaction. Expenses which must be paid from commissions or incurred to collect commissions will be divided between Broker and Salesperson in the same proportion as payment of the commission. Salesperson will have no right to compensation based on the number of hours worked.



3. Multiple Salespeople

If Salesperson and one or more other salespeople associated with Broker participate in a sale, Salesperson's share of the commission will be divided between the participating salespeople according to the agreement between them. If they cannot agree on a division, the dispute will be resolved as provided in Section 17 below, entitled "Resolving Disputes."

4. Terms of Payment

All sales commissions will be paid directly to Broker. Broker will pay Salesperson his/her share of all earned commissions as soon as practicable after collection. In no event will Broker be personally liable to Salesperson for any uncollectible commissions.

5. Expenses

Salesperson will be responsible for all expenses incurred while performing services under this Agreement. This includes real estate license fees, memberships, and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses, and other compensation paid to employees or contract personnel the Salesperson hires to complete the work under this Agreement.

6. Listings

Broker will make available to Salesperson, equally with all other salespeople associated with Broker, all current listings in Broker's office, except for those listings Broker may place exclusively in the temporary possession of another salesperson in Broker's office.

7. Broker's Sales Office

Broker's sales office is located at 10605 Grant Rd Ste 106, Houston TX 77070

8. Independent Contractor Status

Salesperson is an independent contractor, not Broker's employee. Salesperson's employees or contract personnel are not Broker's employees. Salesperson and Broker agree to the following rights consistent with an independent contractor relationship:

Salesperson has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.



Salesperson will devise his/her own sales strategy and methods.

Salesperson will not be required to accept or service any listing offered by Broker or to see or service particular parties.

Subject to any restrictions on Salesperson's sales territory contained in this Agreement, Salesperson has the right to perform the services required by this Agreement at any location or time.

Salesperson has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.

Salesperson or Salesperson's employees or contract personnel will perform the services required by this Agreement; Broker will not hire, supervise, or pay any assistants to help Salesperson.

Neither Salesperson nor Salesperson's employees or contract personnel will receive any training from Broker in the skills necessary to perform the services required by this Agreement.

9. Business Permits, Certificates, and Licenses

Broker is duly registered and licensed with the state of Texas as a real estate broker.

Salesperson has complied with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this Agreement.

Salesperson represents and warrants that Salesperson is a licensed real estate salesperson in good standing.

Salesperson will keep his/her license current during the term of this Agreement.

10. State and Federal Taxes

Broker will not:

withhold FICA (Social Security and Medicare taxes) from Salesperson's payments or make FICA payments on Salesperson's behalf

make state or federal unemployment compensation contributions on Salesperson's



behalf, or

withhold state or federal income tax from Salesperson's payments.

Salesperson will pay all taxes incurred while performing services under this Agreement-- including all applicable income taxes and, if Salesperson is not a corporation, self-employment (Social Security and Medicare) taxes. Upon demand, Salesperson will provide Broker with proof that such payments have been made.

11. Fringe Benefits

Salesperson understands that neither Salesperson nor Salesperson's employees or contract personnel are eligible to participate in any employee pension, profit-sharing, health, vacation pay, sick pay, or other fringe benefit plan of Broker. If Salesperson is subsequently classified as Broker's employee, Salesperson expressly waives his or her rights to any benefits to which he or she was, or might have become, entitled.

12. Workers' Compensation

Salesperson will obtain an "if any" policy of workers' compensation insurance coverage. Salesperson will provide Broker with proof that such coverage has been obtained before starting work.

13. Unemployment Compensation

Broker will make no state or federal unemployment compensation payments on behalf of Salesperson or Salesperson's employees or contract personnel. Salesperson will not be entitled to these benefits in connection with work performed under this Agreement.

14. Insurance

Broker will not provide any insurance coverage of any kind for Salesperson or Salesperson's employees or contract personnel.

Salesperson will maintain automobile liability insurance for injuries to person and property, including coverage for all nonowned and rented automotive equipment.

Salesperson will indemnify and hold Broker harmless from any loss or liability arising from performing services under this Agreement. This includes any claim for injuries or damages caused by Salesperson while traveling in Salesperson's automobile and performing services under this Agreement.



15. Terminating the Agreement

This Agreement may be terminated:

- without cause by 0 days' prior written notice by either party, or
- with cause, immediately upon material breach of any term of this Agreement by either party.

Broker shall promptly pay Salesperson for services performed before the effective date of termination. Broker shall not owe Salesperson compensation for any services performed following such date.

Salesperson's commission on any sales pending as of the effective date of termination will be paid to Salesperson after the sale is closed and the commission paid to Broker.

All of Broker's listings and files are Broker's property and will be returned to Broker by Salesperson immediately upon termination of this Agreement.

16. Exclusive Agreement

This Agreement (including any attached exhibits) is the entire Agreement between Salesperson and Broker.

17. Resolving Disputes

If a dispute arises between Broker and Salesperson, or between Salesperson and another salesperson in Broker's office, the dispute will be submitted to binding arbitration. The dispute will be arbitrated by and in accordance with the arbitration rules of the following real estate professional organization: Executive Texas Realty.

If Executive Texas Realty declines to arbitrate the dispute, the parties agree to submit the dispute to binding arbitration before a mutually agreed upon arbitrator in Harris County. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the



arbitrator.

18. Applicable Law and Jurisdiction

This Agreement will be governed by the laws of the state of Texas and any disputes arising from it must be handled exclusively in the federal and state courts located in Harris County.

19. Notices

All notices and other communications in connection with this Agreement will be in writing and will be considered given as follows:

when delivered personally to the recipient's address as stated on this Agreement

When sent by fax or email to the last fax number or email address of the recipient known to the person giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail or the recipient delivers a written confirmation of receipt.

20. No Partnership

This Agreement does not create a partnership relationship. Salesperson does not have authority to bind Broker by any promise or representation unless specifically authorized by Broker in writing. However, Salesperson is authorized to execute listing agreements for and on behalf of Broker as Broker's agent.



Signatures

Broker: Rami Alabli

Name of Broker

Signature

Date: _____

Salesperson:

Name of Salesperson

Signature

Date: _____

Electronic or Digital Signatures

This agreement may be signed by an electronic or digital signature.