

New Century Real Estate Group Inc., Florida
Independent Contractor Agreement / Policies & Procedures for Sales Associates

INDEPENDENT CONTRACTOR:

- A. Contractor / Tax Filing Requirements: Associate is an independent contractor and is not Broker's employee. Broker will not withhold any amounts for taxes from the fees paid to associate under this agreement. Broker will not pay any amounts for unemployment compensation or workers compensation for Associate. Associate is responsible for maintaining the necessary personal financial records for purposes of reporting income for state and federal tax requirements. Contractor agrees and understands that, because contractor is an independent contractor and not an employee of broker, broker will not withhold any Federal or State income tax, Social Security (FICA) or unemployment (FUTA) taxes from contractors commission paid. Contractor is personally responsible paying any and all federal and state income, Social Security and other taxes, and for maintaining all expense records required by law, and represents to Broker that all such amounts will be withheld and paid. Contractor will receive from Broker a form 1099 that will also be reported to the IRS. Such form 1099 will not reflect all contractor income, but rather 1.) Those payments directly made from Broker and/or 2.) 1099's received by the Broker from any entity reporting Broker as recipient and/or 3.) Any income deemed necessary to comply with federal law. Contractor shall indemnify and hold Broker harmless from any liability or costs thereof. Contractor further understands and acknowledges that Broker provides no workers compensation Coverage. Contractor hereby specifically waives such coverage and represents to Broker that he/she understands that, if Contractor desires such coverage, Contractor must personally obtain such coverage.
- B. Term: This Agreement commences on _____ (commencement date) and continues until such time as either party terminates this agreement in accordance with paragraph F. If associate has an inactive or expired real estate license status this agreement will not commence until an active license status has become effective. This agreement will terminate immediately if associates license becomes inactive or expired.
- C. Files & Documents: In any transaction related to Broker's real estate business in which Associate is involved, Associate must provide, within 72 hours, fax or e-mail copies of all contracts, agreements, disclosures, correspondence, data, and other information related to the transaction. These copies will be maintained at Brokers office. All required Closing documents are required prior to Broker issuing "Commission Disbursement Authorization" [CDA]. Broker will provide a "Required Document – Checklist" to be used with every closing file. Upon receipt of closing file, Broker will provide Associate with a copy of the CDA sent to the Closing Attorney.
- D. License and Membership Fees: Each party is responsible to pay all their respective license and membership fees. Associate must immediately reimburse Broker any fee, expense, or penalty that Broker incurs as a result of the parties association or Associates failure to maintain Associates license or realtor membership status.
- E. Associates License and Membership Status: Associate is a licensed real estate ___ Salesman, or ___ Broker in the state of _____, and the following local Board(s) / Association of Realtors _____.

Associate's license must be active and in good standing at all times while this agreement is in effect or this agreement will terminate immediately.

- F. Termination: Either party may terminate this agreement, with or without cause with written notice. This agreement will terminate immediately if Associate allows his/her license to expire or become inactive.
- G. Associate will retain all listings, clients and prospects.
- H. Management of Real Estate Property: New Century Real Estate Group does not hold itself out as a real estate management company and therefore does not allow agents to manage any property for money, fees, deposits, or rents. Property Management is strictly forbidden.

COMMISSION PLAN

Choose A Plan

_____ **Annual Plan:** \$299.00 annually, due upon signing and each anniversary date thereafter, \$299.00 per transaction per residential sale, 149.00 per residential lease, \$199.00 on referrals. Please provide checking or credit card information below for annual payment. There will be a 25.00 NSF fee for any NSF items, and license will be terminated until fees are paid.

Checking Account Routing Number _____

Checking Account Number _____

OR

Credit Card Number _____

Expiration Date _____ Zip code of billing address _____

Authorized Signature for annual renewal on anniversary date _____

_____ **Monthly Plan:** \$99.00 per month due by EFT on the first of each month, No annual or transaction fees. There will be a 25.00 NSF fee for any NSF items, and license will be terminated until fees are paid.

Checking Account Routing Number _____

Checking Account Number _____

Authorized Signature for monthly draft _____

_____ **90/10 Commission Split Plan:** No monthly or annual fee.

_____ **Team Building Plan:** \$99.00 per month due by EFT on the first of each month, monthly fee pays for entire team. \$299.00 per transaction per residential sale, \$149.00 per residential lease, \$199.00 on referrals. There will be a 25.00 NSF fee for any NSF items, and license will be terminated until fees are paid.

Checking Account Routing Number _____

Checking Account Number _____

Authorized Signature for monthly draft _____

INSTRUCTIONS ON SENDING CLOSING FILE TO OFFICE:

Files & Documents: In any transaction related to Broker's real estate business in which Associate is involved, Associate must provide, within 72 hours, fax or e-mail copies of all contracts, agreements, disclosures, correspondence, data, and other information related to the transaction. These copies will be maintained at Brokers office. All required Closing documents are required prior to Broker issuing "Commission Disbursement Authorization" [CDA].

When you fax the closing file to the office (866-532-6073), or email ncrclosingdocuments@gmail.com, please include a copy of the Master Check List as the cover sheet and completed CDA. The amount that NCRG authorizes is total commission being paid to NCRG, and any bonuses.

Master File “REQUIRED” Closing Check List

(Copies of all forms checked are required as part of your closing file and prior to issuance of CDA)

Property Address _____

Agent _____

Date _____

- _____ Fully Executed Contract with acceptance date and ALL signatures by ALL parties m
(Including all addendums and special stipulations)
- _____ Agency Disclosure
- _____ Financing contingency
- _____ FHA, VA, or CONV Financing Exhibit
- _____ Lead-Based Paint Exhibit
- _____ Exclusive Buyer Brokerage Agreement (Signed by Agent and Buyer)
- _____ Listing agreement and any addendums or stipulations
- _____ Sellers Property Disclosure Statement signed and dated by BOTH the Buyer and Seller
- _____ MLS Printout
- _____ Inspection Report
- _____ Copy of earnest money check
- _____ Copy of Option check
- _____ Confirmation of Earnest Money Form with Earnest Money Funds attached if NCRG is the holder
- _____ FINAL HUD STATEMENT
- _____ Buyers final walkthrough
- _____ T & R Form if applicable

Lease Agreements

- _____ Lease Listing agreement
- _____ Lease Contract
- _____ Agreement between Brokers form
- _____ Copy of deposit and rent checks

This is intended to be a legally binding agreement.

Associates Printed Name _____

Associates Signature _____ Date _____

Address _____ City, State, Zip _____

Real Estate License Number & Expiration Date _____

Home Phone _____ Cell _____

Business Phone _____ Website _____

Fax _____ Email _____

SSN/TIN _____

New Century Real Estate Group Inc. License # CQ 1040547
Brokers Printed Name: Mark E Adkins
Florida Broker License 3253093
New Century Real Estate Broker License CQ1040547

Address: 3340 Peachtree Road NE, Suite 1800, Atlanta, GA 30326

Office Phone: Toll Free: 866-205-4992 Fax: 866-532-6073

Email: ncrgroupinfo@gmail.com

Broker Signature: _____ Date: _____