



## **INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT made and entered into in Oklahoma under and pursuant to the Laws of the State of Oklahoma between: Chamberlain Realty LLC (hereinafter referred to as "Company") and \_\_\_\_\_ (hereafter referred to as the "Independent Contractor"). This agreement is made effective as of \_\_\_\_\_ (Effective Date)

WHEREAS, said Company, has developed and perfected a system for providing valuable service to the public, a real estate service, including listing, purchasing, referral, selling, trading and other services of a distinctive nature, including marks, names, insignias, emblems, signs and other features. WHEREAS, Independent Contractor is, or will be, a licensed real estate broker or salesperson in good standing with the States of Oklahoma; THEREFORE, in consideration of the foregoing recitals, other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants and agreements herein set forth, the parties do hereby covenant and agree, as follows:

### **1. COVENANTS OF COMPANY**

During the term or any extended term of this Agreement, Company agrees:

- (a) To accept Independent Contractor under its Company license as a licensed real estate broker or salesperson;
- (b) To make available for use or purchase (depending on commission plan selected) by Independent Contractor: signs, brochures or other sales materials for use by Independent Contractor in the conduct of business.
- (c) To pay over to Independent Contractor when collected by Company 100% of real estate commissions received as a result of Independent Contractor's conduct as a licensed real estate salesperson, less any local, state or federal required insurance, taxes or that amount determined by Company to be paid as a risk management fee which includes an errors and omissions policy premium, reserves for general legal expenses, training and other related expenses and transaction fees (determined by the commission plan selected by the agent on the commission plan form). Company shall have the right to deduct from payment of said commissions, monies or fees, including late charges, an amount equal to any indebtedness owing Company by Independent Contractor. Any such commissions shall be reduced by payment of a part thereof to other participating salespeople who are deemed to have earned a part of said commissions. Company shall not be liable for any commissions not collected. Company shall maintain exclusive right to determine when commission is considered earned, based on file completion compliance and in accordance with Company's Policies and Procedures manual.

### **2. COVENANTS OF INDEPENDENT CONTRACTOR**

During the term, any extended term and subsequent to termination of this Agreement, Independent Contractor represents, warrants, covenants and agrees:

- (a) To conduct affairs as an independent licensed real estate salesperson with Company, pursuant to the requirements applicable to Independent Contractor's and Company's real estate licenses. Independent Contractor agrees to conduct business in compliance with the standards of conduct prescribed by Company's Policies and Procedures manual, with local, state and federal laws that govern real estate brokerage, and with the By- Laws and Codes of Ethics of each trade or professional organization of which Independent Contractor or Company is a member. Agent is a qualified real estate agent under section 3508 of the Internal Revenue Code and will not be treated as an employee for federal or state tax purposes. Broker will not withhold any amounts from Agents compensation to pay such taxes.
- (b) To assume and retain full responsibility and discretion for Independent Contractor's conduct and to regulate habits so as to maintain and increase rather than diminish the good will and reputation of Company.
- (c) To maintain Independent Contractor's real estate license in good standing and maintain membership with a Board of Realtors.

(d) To maintain in force and effect personal automobile liability insurance.

(e) To reimburse and pay the statement submitted to Independent Contractor by Company pursuant to paragraph number 1C herein above reflecting Independent Contractor's indebtedness, including any fees as set forth in the Chamberlain Commission Plan Form (plan to be selected by the agent).

(f) To permit Company to pay unto any "cooperating" real estate broker an agreed percentage of any commission earned by Independent Contractor.

(g) That the herein above covenants this paragraph numbered two (2) on part of Independent Contractor shall be construed as agreements independent of any other provisions hereunder, and the existence of any claim or cause of action of Independent Contractor against Company or Company's Licensor, whether predicated on this agreement or otherwise, shall not constitute a defense to the enforcement of said covenants.

(h) To acknowledge Company's commitment and support for all state and federal housing, antitrust and agency laws and to understand that Company expects Independent Contractor to be knowledgeable concerning these laws and to conduct business practices accordingly.

(i) To comply with all laws and all Company policies and procedures that apply to the dissemination of unsolicited email ("spam") and faxes, and to the use of telephone calls to market Independent Contractor's services or to solicit clients.

(j) To comply with guidelines set forth in Company's Policies and Procedures manual that relate to (i) the use of Company's name, logo, or trademark on the internet, and (ii) the ownership, registration, and use of any domain name for websites that display or use Company's name, logo or trademark.

(k) Independent Contractor agrees that all real estate listings that Independent Contractor obtains during the term or any extended term of this Agreement, and all real estate transactions in which Independent Contractor engages, shall be in the name of Company.

### **3. LEGAL ISSUES**

During the term, any extended term and subsequent to termination of this Agreement, Independent Contractor represents, warrants, covenants and agrees:

(a) To indemnify and hold harmless Company from and against in respect of any and all liabilities, obligations, assessments, suits, actions, proceedings, claims or demands asserted against Independent Contractor or Company, or any judgments, damages, losses, including any loss of business or credit, costs, expenses and fees, including reasonable attorney's fees incurred by Company arising from Independent Contractor's negligent disregard or breach of any law, regulation or standard of conduct that applies to Independent Contractor's actions or activities as a licensed real estate associate, or breach of or default in any provision of this agreement, and/or arising out of any transaction in which Independent Contractor acted as a real estate licensee through the Company that resulted in any claim, action or demand against Company (even if Independent Contractor was not negligent and/or otherwise at fault or in breach), but is expressly not limited to civil lawsuits, and does include administrative or regulatory actions by or before the State Association of Realtors, the State Department of Real Estate and any and all other Regulatory Authorities, Self-Regulating Agencies or the like, including without limitation, any costs, expenses and fees, including reasonable attorney's fees incurred by Company in enforcing any provision of this Agreement.

(b) To defend, indemnify and hold harmless Company's Designated Broker of record with the Department of Real Estate from and against in respect of any and all liabilities, obligations, assessments, suits, actions, proceedings, claims or demands asserted against Independent Contractor or Designated Broker, or any judgments, damages, losses, including any loss of business or credit, costs, expenses and fees, including reasonable attorney's fees incurred by Designated Broker arising from Independent Contractor's negligent disregard or breach of any law, regulation or standard of conduct that applies to Independent Contractor's actions or activities as a licensed real estate associate, or breach of or default in any provision of this agreement, including without limitation, any costs, expenses and fees, including reasonable attorney's fees incurred by Designated Broker in enforcing any provision of this Agreement.

(c) That Company shall have discretion whether any and all claims are to be submitted to Company's errors and omissions insurance carrier or settled directly. Independent Contractor further agrees to cooperate in the settlement of any and all disputes.

### **4. BROKER SUPERVISION**

A: Agent shall submit for Brokers review:

(1) All documents which may have a material effect upon the rights and duties of principles in a transaction, **within 24 hours after receipt.**

(2) Any documents or other items connected with a transaction pursuant to the agreement, in the possession of, or available to Agent as provided in Broker's Office Policy Manual, if any, or immediately upon request by Broker or Broker's designated broker.

(3) All documents associated with any real estate transaction in which Agent is a principle, as requested by Broker. Broker may exercise review responsibility through another broker

B. In addition, without affecting Agent's status as an independent contractor, Broker shall have the right to direct Agent's actions to the extent required by law, and Agent shall comply with such directions, whether included in oral or written instructions or a policy or procedure manual, or otherwise. If there are any conflicts among these directions, the most restrictive will apply.

## **5. AUTHORITY OF INDEPENDENT CONTRACTOR**

The relationship created hereby between the parties hereto, except as may be deemed otherwise solely for the purpose of applicable law pertaining to real estate brokers and agents and the association of agent with broker, is that of independent contractors and shall not be construed and deemed to be that of employer-employee, joint venture or partnership.

Independent Contractor will have no authority to incur obligations on Company's behalf and promises: not to sign any contract, agreement, lease or note in the name of Company; not to open or maintain any bank account or investment account in the name of Company; and not to endorse for collection or deposit in Independent Contractor's personal account any check, money order or other negotiable instrument made payable to Company. Independent Contractor shall not in any manner advertise, represent or appear to be authorized to act on behalf of Company.

### **AGENT'S ASSISTANTS:**

A. Agent may hire such unlicensed assistants as Agent deems necessary. Such persons will be the employees or Independent contractors of Agent and not of Broker. Agent will be responsible for all expenses of such assistants, including but not limited to wages, FICA, unemployment compensation etc.

B. Contractor may hire one or more licensed assistants by means of a third party agreement among Agent, the licensed assistant and Broker that is satisfactory to Agent and Broker. All licensed assistants will be licensed under Broker. All compensation from brokerage activity will be paid by Broker. Each employment situation must be evaluated individually by a knowledgeable person such as an attorney to determine if the assistant is an employee or independent contractor.

C. Agent's use of assistants must be in accordance with applicable Oklahoma and federal laws and regulation and any applicable policies of Broker including, but not limited to, policies prohibiting sexual harassment. Agent will indemnify and hold harmless Broker from any loss cost or damage, including attorneys' fees, incurred by Broker in connection with Agent's assistants or their acts or omissions or any violation of employment related or tax laws or regulations unless directed or caused by Broker. Broker may, at any time in Broker's sole discretion, countermand any instruction of Agent to an assistant if Broker believes in good faith that following such instruction could result in liability under any statute, regulation or ordinance or under common law

## **6. TAXATION AND WORKER'S COMPENSATION**

Independent Contractor understands that Independent Contractor is entering into this Agreement as an independent contractor and not as an employee. Company will have no responsibility to withhold or pay any income or other taxes on Independent Contractor's compensation or to provide any insurance, retirement or other employee benefits to Independent Contractor. Independent Contractor will not be treated as an employee with respect to services rendered by Independent Contractor pursuant to the Agreement for either federal tax purposes or for the purpose of Chapter 6, Title 23, State Revised Statutes, relating to Worker's Compensation.

## **7. AGREEMENTS AND AMENDMENTS**

This Agreement, constitutes the entire Agreement between the parties hereto with relation to the subject matter hereof, and supersedes any previous agreement or understanding, whether verbal or otherwise, with relation hereto.

(a) This Agreement, may be amended, changed, revised, or altered by Company at any time, with notice provided, in writing or by email, to Independent Contractor no later than five (5) days prior to said amendment. This provision shall supersede any other provisions of this Agreement.

(b) This Agreement, may not be amended, changed, revised, or altered by Independent Contractor for any reason without an instrument in writing signed by all of the parties hereto.

**8. EMPLOYEES**

While your Agreement is in force and for a period of six months after it ends, you must not solicit or offer employment to any of our current employees or anyone who has left our employment in the last 3 months. If you do, we estimate our loss at the equivalent of one year's salary for each of the employees concerned and you must pay us damages equal to that amount.

**9. TERMINATION**

(a) This Agreement shall be deemed terminated (i) upon the occurrence of expiration, suspension, revocation or termination of Independent Contractor's real estate license for any cause or reason whatsoever, (ii) upon the voluntary or involuntary proceeding in insolvency, bankruptcy, or assignment for the benefit of creditors, or upon the appointment of a receiver for the assets or affairs, or any part thereof, of Independent Contractor, (iii) upon written notice from either party to the other party of the intent to terminate this Agreement for breach of any provision hereof and (iv) upon written notice from either party to the other party of the intent, with or without cause, to terminate this Agreement.

(b) Upon termination of this Agreement, for any cause, Independent Contractor agrees to cease use of any and all sales materials or similar items that bear the name or inscription of Company, in any manner whatsoever.

(c) Upon termination of this agreement, for any cause, Company will release those listings without an existing contract of sale, provided account of Independent Contractor is paid in full, and the property owner wishes the listing released. After Independent Contractor's association with Company terminates, Company will continue to pay Independent Contractor's commission on transactions pending as of termination date, upon successful close of escrow, in accordance with the terms set forth on the Schedule A of this Agreement. Company shall be deemed released from all claims for commissions not yet earned under law by Independent Contractor.

**10. LEGAL CONSTRUCTION**

It is agreed and understood that this Agreement shall be governed by and construed in accordance with the statutes, laws and decisions of and effective within the herein above mentioned State as of the date hereof. Should any portion or provision of the Agreement be deemed invalid or void at law, this Agreement shall be construed as though such portion or provision had not been inserted herein, and the remainder of this Agreement shall remain in full force and effect. Title to paragraphs used in this Agreement are for convenience only and shall not be construed as a part of this Agreement or construed to define, limit or amplify the provisions hereof.

**11. WAIVER**

Waiver of, or failure to strictly enforce, by the parties hereto, any of the provisions of this Agreement or any default hereunder shall not constitute or operate as a waiver of such parties' right to demand strict performance of this or any other provision hereof or any other default hereunder.

**12. ASSIGNMENT**

This Agreement may not be assigned in whole or part by Independent Contractor, except upon Company's prior written consent, but may be assigned by Company to any successor to its business in whole or part.

**13. BINDING EFFECT**

This Agreement shall be binding upon an inure to the benefit of the parties hereto and their respective heirs, personal representatives, assigns and successors in interest, and shall be enforceable within law or equity by specific performance, injunction or otherwise.

The parties hereby execute this Agreement on the day and year indicated above.

**Chamberlain Realty LLC  
526 SW 4th Street Suite 600  
Moore OK 73160**

**Independent Contractor**

\_\_\_\_\_  
**Authorized Representative                      Date**

\_\_\_\_\_  
**Date**

**BOARD AFFILIATION**

I hereby agree to maintain a board affiliation with a Chamberlain approved local Board of REALTORS that is endorsed by and associated with the National Association of REALTORS. I further agree to pay all board dues in a timely manner in order to maintain my affiliation with the board in good status. If I fail to pay my dues as required by this agreement, and Chamberlain Realty LLC. is consequently billed and chooses to pay for said dues, I agree to reimburse and indemnify Chamberlain Realty LLC. for any and all past due amounts, late fees, or reinstatement fees that my account incurs. I agree to reimburse Chamberlain Realty LLC. for any costs, expenses and fees, including reasonable attorneys' fees incurred in any attempt to collect said fees.

I further agree to provide Chamberlain Realty LLC. with proof of joining an approved local board of Realtors within 10 days. If I fail to do so, my file may not be activated.

Initial \_\_\_\_\_

**NO OTHER REAL ESTATE ACTIVITY**

I hereby affirm that I am in no way performing any other activities that are real estate related or that may require a real estate license outside of those activities allowed and being performed under Chamberlain Realty LLC. This includes, but is not limited to, property management for properties (without written consent from my broker). Further, I shall maintain this status during my license activation with Chamberlain Realty LLC. and notify Chamberlain Realty LLC. immediately about any change to said status.

Initial \_\_\_\_\_

**POLICIES AND PROCEDURES MANUAL RECEIPT AND ACKNOWLEDGEMENT**

I (first and last name) \_\_\_\_\_ acknowledge that that the Chamberlain Realty LLC Policies and Procedures Manual is available for my review on the Chamberlain Realty LLC. onboarding website. I understand that this manual shall serve as an addendum to my Independent Contractor Agreement and I agree to abide by all terms and conditions set forth herein.

Initial \_\_\_\_\_

**CONFIDENTIALITY POLICY AND AGREEMENT**

It is Chamberlain Realty LLC.'s policy to ensure that the operations, activities and business affairs of the Company or any of its related entities, corporations, partnerships, joint ventures, investors, directors or clients are kept confidential to the greatest possible extent:

Matters of a business nature such as lists of clients and/or client contact information and preferences and any other data regarding clients, all data regarding vendors, company financial information, and plans for future expansion or development; and

Confidential data about employees, including company pay structure plans, employee pay rates, bonuses or performance evaluations and counseling's; and

Any information, which, if disclosed, could adversely affect Chamberlain Realty LLC.

**Chamberlain Realty LLC  
526 SW 4th Street Suite 600  
Moore OK 73160**

**Independent Contractor**

\_\_\_\_\_ **Authorized Representative** **Date**

\_\_\_\_\_ **Date**

## REAL ESTATE BACKGROUND INFORMATION

1. Are you currently licensed in any other state? YES / NO

If yes, where? \_\_\_\_\_

2. Have you ever had a complaint filed against you at the State Department of Real Estate?

YES / NO If yes, please explain: \_\_\_\_\_

3. Do you have a provisional real estate license? YES / NO

If yes, please explain: \_\_\_\_\_

4. Have you ever had an ethics complaint filed against you or  
were a party to an arbitration hearing at a board of

REALTORS? YES / NO

If yes, please explain: \_\_\_\_\_

5. Have you ever been a party to a lawsuit regarding a real estate transaction? YES / NO

If yes, please explain: \_\_\_\_\_

6. Have you ever had a real estate errors and omissions insurance company pay fees, costs or settlements on a claim  
you were involved in? YES / NO

If yes, please explain : \_\_\_\_\_

7. Have you ever been convicted of a felony? YES / NO

If yes, please explain: \_\_\_\_\_

8. Have you ever been terminated from a real state company? YES/NO

If yes, please explain: \_\_\_\_\_

9. Do you have any listings you will be transferring to Chamberlain Realty LLC? YES/NO

If yes, complete list transfer form: \_\_\_\_\_

10. Do you have any open escrows with your current Broker? YES/NO

If yes, please consult a Chamberlain Realty LLC Broker: \_\_\_\_\_

I affirm that the above information is true and understand that any statement answered falsely will result in immediate termination from Chamberlain Realty LLC.