

# *Independent Contractor Agreement*

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Progressive Real Estate Services, Inc. hereinafter referred to as "Company"; and \_\_\_\_\_ hereinafter referred to as "Salesperson":

**WITNESSETH:**

**WHEREAS**, Company is a licensed real estate brokerage firm in the State of Minnesota, enjoying a good reputation for honest and effective business operations; and

**WHEREAS**, Company desires to contract Salesperson; and

**WHEREAS**, Salesperson is licensed in the State of Minnesota to list, sell, lease, rent, and exchange real property; and

**WHEREAS**, Salesperson enjoys a good reputation for fair and honest dealing; and

**WHEREAS**, it is deemed to be the mutual advantage of Company and Salesperson to form the association agreed to under the terms and conditions hereinafter set forth,

**NOW THEREFORE**, in consideration of mutual promises included herein:

**I. Salesperson agrees to:**

- A. Abide by the real estate license laws of the State of Minnesota in dealing with the public;

- B. Abide by the Code of Ethics of the National Association of REALTORS®;
- C. Abide by the rules and regulations of any Multiple Listing Service that the Company is now or may become affiliated with;
- D. Abide by the Constitution and Bylaws of the National and State Association of REALTORS®, and those of the local Board of REALTORS®;
- E. Abide by the rules set forth in Company's Policies and Procedures Manual, said Manual being a part of this agreement as though it were copied completely herein;
- F. Deal honestly and fairly with all clients and customers of Company, as well as with the staff and management of Company;
- G. Observe the fiduciary duties that Company owes to our principals;
- H. Take all listings in the name of Company, and turn in listings to Company within 24 hours after the property owner has executed the listing agreement;
- I. Refrain from making any representations as to condition of property or of title that may, if relied upon, cause loss to a buyer. This includes statements about structure, electrical service, sewers, appliances, etc.;
- J. Refrain from billing any cost or expenses to Company's accounts;
- K. Pay for all professional licenses and dues;
- L. Work diligently to obtain listings and to sell and/or rent real estate listed with Company, and to promote the business of Company in every way possible;
- M. Devote significant time and efforts toward carrying out the real estate business of Company, and not have employment

elsewhere in the real estate industry except with the prior written consent of Company;

- N. Maintain habits and working hours to enhance the business, profits, and reputation of Company.
- O. To charge commissions and/or fees as established by Company and included in the Policies and Procedures Manual to the party for whom services are performed.
- P. Salesperson specifically agrees that upon termination all listings will remain the property of Company (at the discretion of the Broker), and that no compensation will be paid in the event the listings sell following termination. With respect to sales contracts that are pending but not yet closed, Company will have the option of assigning pending sales contracts to another salesperson or paying out.
- Q. Upon termination for any reason Salesperson may not use for personal advantage, or to the advantage of any other party, information gained for and from this association and the files or business of Company.
- R. To maintain the confidentiality of all information, forms, manuals, etc. gained for and from the files or business of the Company while with Company, or upon termination of this contract.-

**II. Company agrees to:**

- A. Abide by the real estate license laws of the State of Minnesota in all dealings with the public;
- B. Abide by the Code of Ethics of the National Association of REALTORS®;
- C. Abide by the rules and regulations of any Multiple Listing Service that the Company is now or may become affiliated with;

- D. Abide by the Constitution and Bylaws of the National and State Association of REALTORS®, and those of the local Board of REALTORS®;
- E. Provide Salesperson with facilities and listings of the Company;
- F. Refrain from directing that Salesperson handle or solicit certain listings or sales;
- G. Allow Salesperson full discretion within the law for time worked and methods used for obtaining listings, sales, exchanges, and leases of real property;
- H. Pay commissions to Salesperson according to Attached Commission Schedule based upon commissions collected from:
  - 1. Each firm listing obtained by Salesperson that is subsequently sold and closed;
  - 2. Each sale, lease, or exchange negotiated by Salesperson that is subsequently closed.
- I. The Company will not:
  - 1. Withhold from Salesperson's commissions any amounts for taxes, Social Security, or any other items.
  - 2. Make any premium payments or contributions for any worker's compensation or unemployment compensation for Salesperson.
  - 3. Pay for any automobile or transportation expense, without reimbursement from Salesperson.
  - 4. Require the Salesperson to follow any set schedule; the salesperson may work or not work by choice.
  - 5. Pay any salary to Salesperson nor any sick pay.

**III. Company and Salesperson agree that:**

- A. If two or more Salespersons participate in work resulting in a commission, or claim to have done so, the amount of the Salesperson's commission, as provided in the current

commission schedule attached, will be divided between the participating Salespersons according to agreement between them, or by arbitration as outlined in the Policy and Procedures Manual.

- B. Salesperson and Company agree that from time to time, Company may determine that it should pay some expenses or reduce the commission charged to a client and/or customer, or Company may incur expenses in the collection of a commission. In the event this happens, the expenses or commission reduction will be paid by Salesperson and Company in the same proportions s provided for in the attached commission schedule, or as outlined in the Policy and Procedures Manual. However, in the event said expenses or commission reduction are due to negligence by either Salesperson or Company, the negligent party will be responsible for and pay all expenses, or commissions due; i.e., misrepresentation.
- C. This agreement does not form a hiring by either party. The Salesperson is and will remain an independent contractor, bound by the provisions hereof. Salesperson retains sole and absolute discretion and judgment in the manner and means of carrying out listing, selling and soliciting activities. Salesperson is under the direction of Company as to the result of Salesperson's work only and not as to the means by which such result is accomplished. This agreement will not be construed as a partnership, and neither party hereto will be liable for any obligation incurred by the other except as provided elsewhere herein.
- D. This agreement and the association created hereby, may be terminated by either party hereto anytime upon notice given to the other. The rights of the parties to any commission earned

before said notice will not be divested by the termination of this contract, except as provided herein and in the Policy and Procedures Manual.

- E. Salesperson and Company will, upon termination of Salesperson, abide by the Policy and Procedures Manual with respect to listings, sales, and any other pending transactions. Salesperson further agrees and warrants not to copy, give information, or show office purchase files or listing files, etc. to others without written agreement from Company.

**IN WITNESS WHEREOF**, the parties hereto have signed and sealed these presents on the day and year first above mentioned.

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Salesperson

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Company Representative