

INDEPENDENT CONTRACTOR AGREEMENT



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This agreement is entered into by and between:

Licensee Name:

FL Real Estate License #:

("Associate"), who is licensed as a Real Estate Sales Associate or Broker-Associate in the estate of Florida, and:

Your Home Plus Referral Brokerage, LLC ("Broker"), a licensed real estate brokerage in the State of Florida and performs as a referral only real estate brokerage within Chapter 475, Florida Statutes, enjoys goodwill and a reputation for dealing with the public as a referral only real estate brokerage.

Effective June 23, 2024 ("Effective Date"), Broker and Associate agree to engage pursuant to the following terms and conditions:

1. ENGAGEMENT AND EMPLOYMENT STATUS:

1. **Broker** retains **Associate** as an independent contractor to refer individuals interested in real estate services to other licensed real estate agents who are actively serving clients with real estate services. **Associate** will not be treated as an employee for federal tax purposes with respect to the services performed for **Broker** under this Agreement. **Associate** is responsible for paying her/ his own estimated income tax payments, self-employment taxes, occupational taxes, and other taxes, if any, to the appropriate governmental entities. **Broker** will not withhold any taxes from compensation due to **Associate**, nor will **Broker** provide worker's compensation insurance for **Associate**.
2. With respect to the clients, customers, friends or any person for whom referral service is performed within the scope of this Agreement, **Associate** will be construed to be an agent of **Broker**; otherwise, **Associate** will not be deemed a servant, employee, joint ventures, or partner of **Broker** for any purpose.
3. **Associate** joins **Broker** via **Broker's** website at YourHomePlusReferralBrokerage.com by selecting and subscribing to one of the brokerage Commissions Plans options. By signing up via the Broker's website and/or signing this agreement, **Associate** agrees to the applicable reoccurring nonrefundable membership fee, the commission split and the transaction fee corresponding to the **Associate's** selected plan as described in section number 5 of this agreement.
4. **Broker** makes no representations or warranties in regards the potential income that may result from this association, **Associate's** performance, actions, or inactions. **Associate** will not be provided any form of salary, vacation pay, sick leave, or any other fringe benefit.
5. **Associate** agrees **Broker** may use **Associate's** name, picture, recorded voice, or description in its training materials, advertising, or other publications. **Associate** agrees to abide by brand and company standards and share content produced by third parties only with the appropriate rights established by contract or license.
6. **Broker** will not be liable to **Associate** for any expenses incurred by **Associate** nor for any of **Associate's** acts. **Associate** will have no authority to bind **Broker** by any promise or representation, oral or otherwise, unless specifically authorized in writing in a particular transaction. Lawsuits, whether for fees or otherwise, against clients, customers, and others in the real estate business will be maintained only in **Broker's** name.



2. ASSOCIATE RESPONSIBILITIES:

1. **Associate** understand that his/her only permitted activity under this agreement in association with **Broker** is to refer individuals to other licensed real estate agents who are active assisting clients with real estate related services to be able to receive a commission for the referral.
2. **Associate** agrees not to take a role as a real estate agent for others in any real estate transaction.
3. **Associate** understands that **Broker** is not a member of the National Association of Realtors and not a member of any state or local Association of Realtors, and there for **Associate** cannot be a member of those organizations while in association with **Broker**.
4. **Associate** must create the referral transaction in the Broker platform and upload all related documents related to the referral at least 14 days prior to the closing of each referral.
5. For each referred prospective/client, **Associate** is responsible for obtaining and uploading the following documents with all applicable signatures to the platform provided by **Broker**: a) Referral agreement between the agents signed by both agents and the respective brokers, b) The Commission Disbursement Authorization from the agent/broker receiving the referral showing the commission payable/paid to **Broker** and c) The final closing statement (ALTA) of the transaction showing the commission payable/paid to **Broker**.
6. **Associate** is responsible for following up with the appropriate parties for the collection of the commission and **Broker** will not be required to prosecute or sue any party in order to collect any fee/commission for referrals performed by **Associate**.
7. **Associate** recognizes and acknowledges the obligation to keep abreast of all legal and other issues that affect the real estate industry as they may change from time to time. **Associate** will not commit any act that violates Florida real estate license law.
8. **Fair Housing: Broker** and Broker's Company strictly adhere to and support Fair Housing Principles and Laws. **Associate** has been advised that failure to comply with Fair Housing principles and laws will result in appropriate disciplinary action and possible termination of this Agreement. **Associate** warrants and represents it is **Associate's** intent to attend Fair Housing instructional programs, keep current on developments in Fair Housing as it affects real estate marketing and sales, and comply with the Fair Housing laws and regulations. **Associate** understands this acknowledgment, warranty, and representation and agrees to it voluntarily.
9. **Associate** will be responsible for timely renewing **Associate's** real estate license and for completing all legally required continuing education in a timely manner and maintaining the records that evidence such completion as required by the Florida Real Estate Commission. **Associate** will be responsible to pay for all license fees, supplies, education costs, services, and/or any fines incurred by **Associate**.
10. **Broker** Supervision: **Associate** will be deemed to be working under **Broker's** supervision only to the extent required by Chapter 475, Florida Statutes and this agreement. **Associate** will perform all activities, including those activities **Broker** requires **Associate** to perform independently, without **Broker's** supervision or control.
11. Indemnification: **Associate** will indemnify and hold **Broker**, its officers, directors, and employees harmless from all claims, demands, suits, costs and expenses, including reasonable attorneys' fees at all levels, of whatever nature and description to the extent based on **Associate's** representations, acts, omissions, negligence, willful misconduct, or violation of laws, rules, regulations, codes of ethics, this Agreement, or company manual. This indemnification obligation shall specifically survive the termination of this agreement. **Associate** hereby waives the right to enter as a participant in any class-action lawsuit against **Broker**. **Associate** is responsible to immediately notify **Broker** if **Associate** is served with, or becomes aware, of a lawsuit or claim. **Broker** is not liable for **Associate's** personal email usage.

3. BROKER RESPONSIBILITIES:

1. **Broker** provides access to an online platform that **Associate** may use to report and keep track of referrals and commission. Any resources, platforms and/or systems provided by **Broker** may change with or without notice at **Broker's** sole discretion.
2. Office Access: **Broker** does not maintain a physical office for the access of
3. After deducting all applicable commission splits, applicable fees and any balance due to **Broker**, **Broker** is responsible for disbursing the remaining balance of the commission generated from the **Associate's** referrals if all required documents have been received and approved by **Broker** if all required documents related to the referrals have been submitted to **Broker** as described in this agreement.
4. If applicable, **Broker** will issue **Associate** the appropriate IRS 1099 form no later than January 31st each



year for the commission paid to **Associate** during the previous year.

4. LICENSING EDUCATION THROUGH YOUR HOME PLUS ACADEMY

Broker has an Affiliated Business Arrangement with Your Home Plus Academy (YHPA) to provide **Associate** either a special pricing or complimentary access to their real estate education depending on the plan they choose with the following conditions:

1. Either the FL Post-Licensing Online Course or Continuing Education Online Course that applies to **Associate** renewal period is included to **Associate** if enrolled in our Standard+ or Elite+ plan.
2. The Broker Path Education Pack is included to **Associate** if enrolled in our Elite+ Membership Plan. The Broker Path Education Pack includes the FL Broker Pre-licensing Course, the Broker Exam Practice Questions Bank, and the Broker Post-Licensing Course.
3. All education provided through Your Home Plus Academy is limited to ONE enrollment during each 12-month period of the **Associate's** membership with **Broker**. If needed, **Associate** may purchase additional enrollments with a special discount through YHPA.
4. **Associate** must be in good standing and current with the billing of the appropriate brokerage membership plan and must not owe any balances to **Broker** to be able to access the education provided through YHPA.
5. **Associate** is free to choose to complete his/her licensing education from any licensed real estate education provider and is not obligated to enroll in the licensing education provided by **YHPA**.
6. **Broker** will not credit, reimburse, discount, or provide any form of compensation and/or consideration to **Associate** if **Associate** chooses to complete their licensing education from a different education provider or chooses not to enroll and/or complete his/her education through YHPA.
7. **Associate** may not transfer, gift, and/or provide their course access to others.
8. If **Associate** switches or downgrades his membership plan or if this agreement is terminated by either party for any reason, **Broker**, at his sole discretion, may revoke access to any active enrollment in education provided via YHPA.

4. BROKERAGE MEMBERSHIP PLANS AND FEES

1. **Associate** selects one of the commissions plans below and agree to the recruiting fee, the commission plan split and the transaction fee corresponding to each plan as outlined below:

BASIC:

- Recurring fee: \$99 Annually.
- Commission Split: 30% to **Broker**, 70% to **Associate**.
- Disbursement Processing Fee: \$299
- Includes a special discount for courses at Your Home Plus Academy

STANDAR+:

- Recurring fee: \$299 Annually.
- Commission Split: 100% to **Associate**.
- Disbursement Processing Fee: \$299
- Includes the FL Post-Licensing and/or CE Education course at Your Home Plus Academy.

ELITE+:

- Recurring fee: \$499 Annually.
- Commission Split: 100% to **Associate**.
- Disbursement Processing Fee: n/a
- Includes the FL Post-Licensing and/or CE Education course at Your Home Plus Academy.
- Includes the Broker Path Education Pack.

1. For the life of this agreement, the recurring fee is automatically debited from the credit or debit card **Associate** provided during sign up at YourHomePlusReferralBrokerage.com and is not refundable and not returnable regardless of **Associate's** performance, actions or inactions.



2. **Associate** agrees and is responsible for keeping the payment method active and up to date at yourHomePlusReferralBrokerage.com.
3. **Associate** may switch between the available brokerage membership plans and billing options at any time by logging into his/her account at JoinYourHomePlus.com. When switching between plans, the newly elected plan will become active on the following business day for the purpose of applying the corresponding disbursement fee and commission split for referral transactions that become active while switching plans.
4. When switching between plans, any pending transaction will be subject to the applicable commission split and transaction fee of the plan that was effective on the effective date of the contract of the pending transaction.

5. E&O LIABILITY INSURANCE AND INDEMNIFICATION

1. **Broker DOES NOT** maintain an Errors and Omissions Insurance with coverage for the **Associate's** activities as **Associate** under this agreement to refer potential real clients to active licensed real estate agents to handle the transaction and assist the referred clients in all aspects of the resulting real estate transaction.
2. If and to the extent **Associate** fails to protect **Broker** against risks customarily covered by E&O insurance, **Associate** agrees to indemnify and hold **Broker** harmless from and against all Liability that **Broker** incurs or suffers on account of **Associate's** intentional disregard or breach of any law, regulation or standard of conduct that applies to **Associate's** actions or activities as a licensed real estate sales associate working only as a referral **Associate**.
3. For risks not customarily covered by E&O insurance and for Liability arising from Agent's negligent (unintentional) disregard or breach of any law, regulation or standard of conduct that applies to **Associate's** actions or activities as a licensed real estate sales associate, **Associate** agrees to indemnify and hold **Broker**

6. COMPENSATION/COMMISSION DISBURSEMENT TO ASSOCIATE:

1. All income earned from **Associate's** real estate referrals while in association with **Broker** will be accounted for and disbursed through **Broker** in accordance with this agreement and all applicable laws and regulations. **Associate** understand that all referral fees and/or commission resulting from his/her referrals must be paid to **Broker** by the closing agent or the active agent's brokerage.
2. From each commission paid to **Broker** as a result of a referral made by **Associate**, **Broker** will deduct the applicable commission split and fees corresponding to the active plan selected by **Associate** and disburse the rest of the commission to **Associate** in the form of a check or ACH transfer.
3. If **Broker** is paid via wire transfer, disbursement to **Associate** will be processed within 2 business days. If **Broker** is paid via check, disbursement to **Associate** will be processed after 10 business days of the check being deposited in the **Broker's** bank account.
4. **Associate** agrees that **Broker** may also deduct any unpaid and/or uncollected balances due to **Broker** at the time of disbursing any commission to **Associate** from the **Associate's**
5. **Associate** may negotiate his/her referral fee with the active agent he/she refers clients to using his/her own discretion.
6. Compensation after Termination of Agreement: After termination of this Agreement by written notification from either party, **Broker** shall pay **Associate** any amount earned before termination less amounts owed to **Broker** in accordance with the terms of this agreements.
7. Commission Overpayment: On occasion the **Broker** may overpay an **Associate** on a commission disbursement. Upon discovering the overpayment, the **Broker** will provide a detailed statement. The overpayment will be due and payable to the **Broker** upon receipt of the statement.

7. CONFIDENTIALITY:

1. **Associate** acknowledges **Broker** may disclose confidential information to **Associate** during this Agreement. Any such information that is or should be reasonably understood to be confidential or proprietary to **Broker**, including mailing lists, customer and client lists, sales, costs, unpublished financial information, product and business plans, projections, marketing data, recruiting/training materials, computer data, computer programs and supporting documentation, and **Broker's** company manual, if any, are considered confidential property of **Broker**. **Associate** will take reasonable steps and use due care during the term of this Agreement and after its termination to prevent the duplication or disclosure of confidential information, other than by or to **Broker's** employees or agents who must



have access to the information to perform their duties for **Broker**.

8. DISPUTE RESOLUTION:

1. This Agreement will be construed under Florida law. All disputes between **Associate** and another **Associate** in **Broker's** firm will be resolved by **Broker**. All disputes between **Broker** and **Associate** will be mediated under the rules of the American Arbitration Association or other mediator agreed upon by the parties. The parties will equally divide the mediation fee, if any. In any litigation between **Broker** and **Associate**, the prevailing party will be entitled to recover reasonable attorneys' fees and costs at all levels. Arbitration: Any dispute not resolved by mediation will be settled by neutral binding arbitration in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration or litigation (including appeals and interpleaders) will pay its own fees, costs, and expenses, including attorneys' fees at all levels, and will equally split the arbitrators' fees and administrative fees of arbitration.

9. TERM AND TERMINATION

1. This agreement will be in effect from the **Effective Date** on Page 1 of this agreement and will continue in effect until either the **Broker** or **Associate** terminates this agreement.
2. This agreement may be replaced by a newly updated and revised agreement signed by **Broker** and **Associate**. If conflicts arise between agreements, the most recently revised Independent Contractor Agreement signed by both parties will be considered the effective agreement and all previously signed Independent Contractor Agreements signed by **Broker** and **Associate** will be considered as invalid.
3. Either the **Broker** or **Associate** may terminate this agreement by giving 7 days advance written notice to the other party.
4. **Associate** may also terminate this Agreement by logging to his/her account at YourHomePlusReferralBrokerage.com and cancelling his/her membership.
5. **Broker**, at his sole discretion, may terminate this agreement without notice if **Associate** is found in wrong conduct, violation of this agreement and/or in violation of any applicable real estate law.
6. Failure by either party to maintain active license status pursuant to Chapter 475, Florida Statutes, will be deemed automatic termination.
7. **Associate** will not, after termination of this Agreement, use to her/ his own advantage, or to the advantage of any other person or entity, any information gained from the business, or files of the **Broker** relating to property for sale, lease, or rental, or **Broker's** customers or clients. **Associate** acknowledges that **Broker's** method of conducting business is a protected trade secret. Upon termination of this Agreement. **Associate** will return all of **Broker's** property to **Broker** with no copies made or retained by **Associate**.

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Signed By Eliezer Rivera
Signed On: December 28, 2023



Signature Certificate

Document name: INDEPENDENT CONTRACTOR AGREEMENT

🔒 Unique Document ID: FFCE2B0377576640074CBE9AB4C2D969C91F6A1C

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