

CHARLES RUTENBERG REALTY ORLANDO, LLC, ("Broker") OR CHARLES RUTENBERG REALTY ASSOCIATES ORLANDO, LLC ("Broker") and _____ (Contractor), who will do business as a: _____ Sales Associate _____ Broker Associate, hereby agree as follows:

1. **Independent Contractor Status** - Contractor agrees to work for Broker as an Independent Contractor, and not as an employee, however, Contractor understands that Broker is legally accountable for the activities of the Contractor. All costs and obligations incurred by Contractor in conducting his/her independent business shall be paid solely by Contractor, who will hold Broker harmless from any and all costs and obligations. Contractor will act independently as to the management of his/her time and efforts, and will be responsible for timely payment of all of his/her own expenses. Such as industry association dues, licensing renewals, cellular telephones, etc., as they are incurred.

Contractor understands and agrees 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 Contractor's commissions paid. Contractor is personally responsible for paying any and all Federal and State Income. Social Security and other taxes, and for maintaining all expense records as required by law and represents to Broker that all such amounts will be withheld and paid when due. Contractor shall indemnify and hold Broker harmless from any liability or costs thereof. Contractor further understands and acknowledges that Broker provides no Workman's 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 directly from the State of Florida or an insurance carrier of Contractor's choice, at Contractor's sole expense.

2. **License & Realtor Status** - Contractor is and shall remain licensed and in good standing with the Florida Department of Professional and Business Regulation, throughout the term hereof. If Contractor selected that they are or will become a member of a board, Contractor will, within 10 days of the date of this contract, become a member of an approved Association of REALTORS® and will adhere to the REALTOR® Code of Ethics and the Multiple Listing Service Rules and By-Laws (***This is specific to those who have specified above that they will be joining a local Board of Realtors***). Contractor will always conduct him/herself in full compliance with the Statutes of Florida and the Rules and Regulations of the Florida Real Estate Commission and in a way which reflects the high standards of the Broker.

3. **Commissions and Fees** - As commissions are earned through the efforts of Contractor, 100% of any and all such commissions will be promptly paid to Contractor by Broker after receipt and processing, less any amounts owing to Broker. Payment of any and all commissions is subject to Broker receiving a complete sales file. Contractor further agrees to participate in the program as specified below.

Silver: \$275 fee will be withheld by and paid to Broker on each transaction.

\$ 50 Risk Management premium will be withheld on each transaction.

Gold: \$275 Transaction fee will be withheld by and paid to Broker on the 1st transaction in any month.

\$ 0 Transaction fee will be charged on all other transactions in that month.

\$ 50 Risk Management premium will be withheld on all transactions.

(All Transaction and Error and Omission fees due the Broker must be included on the transaction's settlement statement and paid through the close of escrow unless waived by Broker.)

Broker deductions on all residential referral fees, consulting fees or lease commissions are 10% of the gross amount of fees or commissions earned up to a maximum of \$275 with no Risk Management charge. All authorized commercial transactions will be charged 10% of gross amount, no cap, \$325 minimum.

Contractor may elect to charge the buyer's agent on the Contractor's listings. If charged, and collected at closing, this transaction fee will be divided equally between the Contractor and Broker.

In consideration of the foregoing, Contractor will pay Broker:

\$35/Silver or \$100/Gold, due and payable in advance every month, on the first day of each month. This contract acts as credit card authorization.

(Unless waived by Broker, Contractor will provide to Broker a valid credit card number for the amount of monthly dues and any other incurred expenses. \$35 (or \$100) monthly dues will be charged to the credit card on the 1st business day of each month.) **Agents will be charged a Late Payment Fee of \$25 on any payments received after the 5th day of the month in which they are due.**

4. Occupational License Fee – Contractor agrees to reimburse the Broker for the amount of the Occupational License Fee charged to the Broker, by any municipality or other governmental entity, for the employment of the Contractor. The Contractor hereby agrees to reimburse the Broker for this amount, or any future adjusted amount, by cash payment or by authorization of a credit card charge, which is hereby granted.

5. Monthly Obligation & Commission Plans - Contractor acknowledges that monthly dues and annual Occupational License fees are a legal obligation and agrees to make timely payments as agreed to. Contractor may elect to change programs (Silver / Gold) with written notice to Broker prior to the first day of any month. The change will become effective on the first day of the month following such written notice. This election may be made once in any 6 month period.

6. Errors & Omissions Insurance - The Errors and Omissions Insurance carrier shall be chosen at Broker's discretion. Contractor understands that he/she is responsible for payment of the

deductible amount (currently \$2,500.00) upon request, for each Errors and Omissions claim. This deductible may change yearly. Contractor will be notified of any change. Contractor shall immediately notify Broker of any circumstances likely to give rise to any kind of claim or complaint against Contractor and/or Broker. In the event of a claim, lawsuit, license complaint or Arbitration demand which is not wholly covered by insurance, Broker may withhold from Contractor's commissions payable, an amount adequate to satisfy any amounts not covered, which Broker shall place in its Claims and Disputes Retention Account, pending settlement or other disposition of the matter. Broker may, in Broker's sole discretion, apply such sums as necessary to settle or to satisfy any such claim or award, and Contractor agrees to cooperate fully in this regard. Contractor understands that, from time to time, the Principals of Broker may deem it necessary to obtain legal consultation concerning one of Contractor's transactions, Contractor agrees to reimburse and indemnify Broker for any Attorney's fee reasonably incurred by Broker to obtain legal advice concerning such transactions(s).

7. **Agent As Principal (Buyer or Seller of Property)** - In the event Contractor intends to enter into any transaction as a principal, or an immediate relative that Contractor is representing intends to enter into any transaction, or any entity owned or controlled by Contractor, Contractor shall pay the office a transaction fee and risk management fee whether a commission is earned or not, whether property is in MLS or not. In any event, Contractor agrees to indemnify and hold Broker harmless from any claims, demands, complaints, Realtor® arbitration's or other actions made against Broker as a result of any transaction in which Contractor acts as a principal. In lieu of the Error and Omissions charge, a Principal Fee of \$100 will be charged on all transactions in which the Contractor is either the Buyer or Seller.

8. **Hold Harmless** - As a material provision of this agreement, Contractor agrees that, for all actions that Contractor does during his/her contractual relationship with Broker, Contractor will forever indemnify and hold harmless Broker, their heirs, successors, spouses and assigns, from any and all claims, complaints, causes of action, Realtor® arbitration demands, damages and liabilities of every kind whatsoever, whether known or unknown, including without limitation of any action, omission, negligence or any other basis of liability or complaint, in any forum, brought by any third party against CHARLES RUTENBERG REALTY, ORL. No action or complaint arising out of a real estate transaction in which Broker was involved may be brought by Contractor before any body, against any third party, without prior written consent of the Broker. If the Broker initiates any litigation or arbitration action on behalf of the Contractor or if the Broker must defend any action of the Contractor in litigation or arbitration, Contractor will pay all related filing fees and attorney fees.

9. **Protection of Contractor's Listings and Contracts:** In the event that Contractor terminates his/her contractual relationship with Broker for any reason, any and all listings obtained through the efforts of Contractor during the term of this Agreement shall be withdrawn by contractor and relisted with Contractor's new brokerage, without penalty once any outstanding balance for dues, charges or fees to CRR are brought up to date. Pending sales will be referred to Contractor's new brokerage with a referral fee equal to the transaction fee and risk management fee owed to CRR, should no referral be executed, split will be 50/50.

10. **Transaction Defined** - For purposes of this Agreement, the term "transaction" shall be defined as the recording of the deed following the sale of real estate, or the execution by all parties of a lease, where a commission is paid to Broker as a result of the efforts of Contractor. Contractor agrees that Broker has the right to hold and/or apply any commissions owing to Contractor, as may be necessary to pay for or secure any obligations of Contractor hereunder.

11. **Termination Of Agreement** - This Agreement may be terminated immediately by Broker for cause, or upon three calendar days written notice by Broker or Contractor. Contractor agrees that a violation of any of Contractor's obligations hereunder shall constitute cause for immediate termination of this Agreement. In the event this Agreement is terminated by Broker for cause, Contractor agrees that any ongoing obligations of Contractor hereunder shall survive the termination of this Agreement.

12. **Mediation Of Disputes** - In the event of a dispute involving two or more contractors, all of whom are licensed with CHARLES RUTENBERG REALTY, ORL, Contractor authorizes the Designated Broker for CHARLES RUTENBERG REALTY, ORL, sole and absolute discretion in resolving said dispute. Contractor agrees to abide by the decision of the Designated Broker. Contractor also agrees to hold harmless and indemnify CHARLES RUTENBERG REALTY, ORL and its Designated Broker against any claim, action or lawsuit of any kind. These shall include the following: any loss, judgment, or expense, including attorneys' fees, arising from or relating in any way to the resolution of said dispute.

13. **Agent Information** - Agent will keep office updated with any changes to their personal information such as mailing address, phone numbers, email, etc.

14. **Broker's Marketing Authorization** – Contractor authorizes and acknowledges that Broker may use the contractor's name, photograph, and/or closing information for company promotion, email campaigns, and marketing activities. Contractor may opt out by submitting a written request to the Broker.

15. **MLS Fines, Arbitration, Court Actions**: Contractor agrees to reimburse the Broker for the amount of any fine charged or arbitration loss or court loss charged to the Broker for any infraction caused by the Contractor, by any MLS board for infractions of board rules by cash payment or by authorization of credit card charge or commission adjustment, which is hereby granted to Broker. Broker will be compensated 20% of any arbitration award or court judgment, to compensate company for time, company legal expenses and costs accrued by such arbitration or court action.

16. The **CHARLES RUTENBERG REALTY POLICY MANUAL** is an extension of this Agreement. Contractor agrees to read and abide by the provisions of the Policy Manual which is located and available at www.RutenbergFiles.com in the Dashboard under CRR Policy Manual.

Charles Rutenberg Realty reserves the right to modify this agreement and will notify all agents via video or email when changes are made.

The undersigned agree to the terms and conditions set forth above and acknowledge receipt of a copy hereof.

Broker: CHARLES RUTENBERG REALTY ORLANDO, LLC