**Independent Contractor Agreement**

**AGREEMENT** entered into this ­­­\_\_\_\_\_ day of ­\_\_\_\_\_­\_\_\_\_\_­\_\_\_\_\_­\_\_\_\_\_, 20­\_\_\_\_\_ by and between   
**BETTER HOMES AND GARDENS REAL ESTATE ALLIANCE, LLC** ("BROKER") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_("SALESPERSON").

BROKER is engaged in business as a general real estate broker in Wichita, State of Kansas, among other places, and is qualified to and does operate a general real estate business and is duly qualified to and does procure the listings of real estate for sale, lease or rental, and prospective purchasers, lessees and renters thereof and has and does enjoy the good will of, and reputation for fair dealing with the public; and

BROKER maintains an office in Wichita, State of Kansas properly equipped with furnishings and other equipment necessary and incidental to the proper operation of its business, and staffed with individuals capable of serving the public as a real estate broker; and

SALESPERSON is engaged in business as a licensed real estate salesperson and has enjoyed and does enjoy a reputation for fair and honest dealing with the public as such; and

It is deemed to be the mutual advantage of BROKER and SALESPERSON to form the association as set forth in this agreement.

IT IS AGREED:

1. **Listings and Cooperation** - BROKER shall make available to SALESPERSON all current listings of the office, except such as BROKER for valid and usual business reasons may place exclusively in the temporary possession of some other salesperson. BROKER may, upon request, assist SALESPERSON in his or her work by advice and instruction. BROKER shall provide to SALESPERSON full cooperation in every way possible. Nothing herein shall be construed to require that SALESPERSON accept or service any particular listing or prospective listing offered by BROKER; nor shall BROKER have any right or authority to direct that SALESPERSON see or service particular parties, or restrict SALESPERSON'S activities to particular areas. BROKER SHALL have no right, except to the extent required by law, to direct or limit SALESPERSON'S activities as to hours, leads, open houses, opportunity or floor time, production, prospects, reports, sales, sales meetings, schedules, services, inventory, time off, training, vacation, or other similar activities.

**2. Use of Facilities** - SALESPERSON may share with other salespeople all the facilities of the office now operated by BROKER at 6100 E Central #215, Wichita, Kansas, or such other address which BROKER may in the future use as its office, in carrying out this agreement.

**3. Efforts by Salesperson** - SALESPERSON shall work diligently and with his or her best efforts to sell, lease or rent any and all real estate listed with BROKER, to solicit additional listings and customers for BROKER, and otherwise promote the business of serving the public in real estate transactions to the end that each of the parties to this agreement may derive the greatest profit possible. BROKER agrees that thereby BROKER obtains no authority or right to direct of control SALESPERS'S activities, except as may be required by the statute of the State of Kansas and the rules and regulations of the Kansas Real Estate Commission, and SALESPERSON assumes and retains discretion for methods, techniques and procedures in soliciting and obtaining listings and sales, rentals, or leases of listed property.

**4. Conduct of Business** - SALESPERSON shall conduct his or her business in such a manner so as to maintain and to increase the good will and reputation of BROKER and SALESPERSON and shall conform to and shall abide by all laws, rules and regulations and codes of ethics that are binding upon or applicable to real estate brokers and real estate salespeople.

**5. Compensation of Salespersons** - The compensation of the SALESPERSON shall be based upon a proportionate share of the commissions charged by the BROKER for services rendered in real estate transactions in which the salesperson may be involved. When SALESPERSON shall perform any service pursuant to this agreement, whereby a commission is earned, the commission shall, when collected, be divided between BROKER and SALESPERSON pursuant to the schedule set out in "Exhibit A", a copy of which is attached hereto and incorporated herein by this reference, and which SALESPERSON acknowledges her or she has received. BROKER shall advise SALESPERSON of any special contract relating to any particular transaction which SALESPERSON my undertake to handle in the event of special arrangements with any client of BROKER or SALESPERSON on property listed with BROKER or controlled by SALESPERSON, a special division of commission may apply, such rate of division to be agreed upon in advance by BROKER and SALESPERSON. In the event that two or more salespeople participate in such a service, or claim to have done so, the amount of commission over that accruing BROKER shall be divided between the participating salespeople according to agreement between them, or in the absence of an agreement, in accordance with the Uniform Arbitration Act, Kansas Statues Annotated 5-401, et seq. In no case shall SALESPERSON be personally liable to BROKER for any commission, but, when the commission shall have been collected from the party or parties for whom the services were performed, BROKER shall hold it in trust for SALESPERSON and BROKER to be divided according to the terms of this agreement.

**6. Payment of Commissions** - The division and distribution of earned commission as set out in paragraph 5 of this agreement, shall take place as outlined in **Better Homes and Gardens Real Estate Alliance, LLC** Policy and Procedure manual.

**7. Expenses** - BROKER shall not be liable to SALESPERSON for any expenses incurred by SALESPERSON or for any of his or her acts, nor shall SALESPERSON be liable to BROKER for office help or expenses. SALESPERSON shall have no authority to bind BROKER unless specifically authorized in a particular transaction. The expenses of attorney's fees, multiple listing fees, costs, title expenses, and similar fees or expenses which must, by reason or necessity, be paid from the commission or are incurred in the collection of or the attempt to collect the commission, shall be paid by the parties as provided for in this agreement in the division of the commission or as otherwise agreed to by the parties. Suits for commission shall be maintained only in the name of the BROKER.

**8. Termination** - This agreement and the association created hereby may be terminated by either party at any time, upon written notice given to the other, but the rights of SALESPERSON to any commissions which accrued prior to such notice shall not be divested by the termination of this agreement. Upon termination, all listings and prospects shall be those of BROKER as its sole property, and SALESPERSON shall return all listings, manuals, and materials, forms and sales literature, and access to any or actual computer programs loaned to SALESPERSON by BROKER.

**9. Unfair Advantage** - SALESPERSON shall not, after the termination of this agreement, use to his or her advantage, or the advantage of any other person, firm or corporation any information gained for or from the files or business of BROKER.

**10. Legal Status and Responsibilities** - It is intended that the relationship established hereby is on of independent contractor and not that of servant, employee, joint venture, agency or partnership. It is understood as follows:

(a) The Broker has the right to control the result of the work and not the means or methods for accomplishing the result.

(b) The SALESPERSON shall pay any amounts due as a result of the Federal Insurance Contributions Act (FICA), the Federal Unemployment Act (FUTA), and federal or state income tax in regard to the SALESPERSON'S earnings and to furnish proof of said payment in a form reasonably requested by BROKER.

(c) The SALESPERSON shall not be required to meet any sales quota.

(d) The SALESPERSON shall not be entitled to engage in any other kind of work, besides real estate sales or leasing, for any other person.

(e) The SALESPERSON may hire other people to assist with clerical and accounting work as needed.

(f) The company manual does not contain any mandatory rules.

(g) The BROKER shall not make appointments for SALESPERSON or determine whether appointments are kept.

(h) No draw or other form of minimum income shall be provided by BROKER to the SALESPERSON.

(i) SALESPERSON shall not be treated as an employee with respect to the services performed hereunder for federal tax purposes.

(j) The SALESPERSON will not be treated as an employee with respect to the services performed by such SALESPERSON as a real estate agent for all Kansas and Federal tax purposes, including, but not limited to, income tax, unemployment tax, and workman's compensation.

(k) All of the SALESPERSON'S remuneration (whether or not paid in cash) for the services performed as a real estate agent will be directly related to sales or other output rather than to the number of hours worked.

IN WITNESS WHEREOF, the parties hereby have signed or caused this contract to be signed, all on the day and date first written above

By:

“SALESPERSON” Greg Fox

Manager “BROKER”

Better Homes and Gardens Real Estate Alliance, LLC