

Real Estate Two70, LLC Independent Contractor Agreement

BROKER is duly licensed as a real estate broker by the State of Idaho and maintains an independently owned office that is equipped with some furnishings and other equipment necessary and incidental to the proper operation of business and staffed suitable to service the public as a real estate broker. The Real Estate Two70 office procures and maintains listings for sale, lease, and rental of real estate as well as purchasers, lessees and renters thereof, and has for some time and does now enjoy the goodwill and reputation for fair dealing with the public generally.

SALESPERSON is engaged in business as an independent real estate salesperson, not as an employee, and is licensed in Real Estate in said state 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 to 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 for floor time, production, prospects, reports, sales, sales meetings, schedules, services, inventory, time off, training, vacation, or other similar activities.
2. Efforts by Salesperson – SALESPERSON shall work diligently and with his or her best efforts to sell, 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 such of the parties to this agreement may derive the greatest profit possible. BROKER agrees that thereby BROKER obtains no authority or right to direct or control SALESPERSON'S activities, except as specifically required by law, and SALESPERSON assumes and retains discretion for methods, techniques, and procedures in soliciting and obtaining listings and sales. SALESPERSON is an independent contractor and BROKER provides optional opt-in brokerage tools and training billed annually at \$1.00.
3. Conduct of Business – SALESPERSON shall conduct his or her business and regulate his or her habits so as to maintain and increase the goodwill and reputation of BROKER AND SALESPERSON and shall conform to and shall abide by all laws, rules, and regulation and codes of ethics that are binding upon or applicable to real estate brokers and real estate salespeople.

4. Commissions –When SALESPERSON shall perform any service pursuant to this agreement, whereby a commission is earned, the commission shall, when collected, be paid to SALESPERSON as soon as practicable. 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 had done so, the amount of commission over that accruing to BROKER shall be divided between the participating salespeople according to agreement between them, or in the absence of agreement, in accordance with the Uniform Arbitration Act, Title 7, Chapter 9, of the Idaho Code. In no case shall SALESPERSON be personally liable to BROKER for any commissions, 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.
5. Payment of Commissions – The distribution of the earned commissions shall take place as soon as practicable after collection of such commission from the party or parties for whom the services may have been performed.
6. Expenses – BROKER shall not be liable to SALESPERSON for any Expenses incurred by SALESPERSON or for any of his or her acts. The expense of attorney’s fees, multiple listing fees, cost, 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.
7. 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 commission 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 the BROKER as it is sole property, and SALESPERSON shall return all listings, manuals and materials, forms and sales literature loaned to SALESPERSON by BROKER.
8. 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.
9. Legal Status and Responsibilities – It is intended that the relationship established hereby is one of independent contractor and not that of servant, employee, joint venture, agency or partnership, with respect to the services performed by such salesperson as a real estate agent for federal tax purposes. 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 not be required to meet any sales quota.
- c. The SALESPERSON may hire other people to assist with clerical and accounting work as needed at the expense of the SALESPERSON.
- d. The SALESPERSON shall maintain Errors and Omissions Insurance and other Auto Liability Insurance.
- e. The BROKER shall not make appointments for SALESPERSON or determine whether appointments are kept.
- f. BROKER shall provide no draw or other form of minimum income to SALESPERSON. All of the salesperson's remuneration (whether or not paid in cash) for services performed, as a real estate agent, must be directly related to sales or other output rather than to the number of hours worked.
- g. SALESPERSON shall pay their own postage, MLS dues and fees, errors and omissions insurance, licensing, Association of Realtors fees, advertisement, cost of opt-in brokerage tools, and other costs SALESPERSON may accrue unless otherwise agreed to in writing.
- h. SALESPERSON shall maintain all state required education as necessary to remain active as a salesperson in the state of Idaho.
- i. SALESPERSON shall pay brokerage fees each month according to the plan they choose. Please refer to exhibit A.

Entire Agreement – This agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the employment of the SALESPERSON by the BROKER and contains all of the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Each party to this agreements orally or otherwise have been made by any party, or anyone agreement acknowledges that no representations, inducements, promises or acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

11. Partial Invalidity – If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
12. Waiver of Breaches – Waiving of breaches of any one or more of the agreements contained herein by either of the parties hereto shall be limited to the particular

instances and shall not be deemed to be a waiver of any other breach.

13. It is agreed that this agreement will be renewed each January 1 unless written notice is given to the other party terminating said agreement.
14. If no changes are made in this agreement, it will automatically renew each calendar year.

Agent

Date

Broker

Date

Exhibit A

ALL AGENTS RECEIVE:

- Brokermint Transaction Management
- Real Geeks CRM & Lead Generation
- Professional Email Address
- Full Google Workspace Suite
- Canva Pro Subscription
- Thousands of Marketing Templates
- Team Alpha 90-day Training Program
- Regular Meetings & Trainings

PLATINUM

This plan is best for new agents or lower producing agents

80/20 Split

\$15,000 CAP

\$39
per month

EMERALD

This plan is best for agents who are growing their business

90/10 Split

\$10,000 CAP

\$295
per month

DIAMOND

The ultimate plan for high-producing real estate agents

100% Commission

Free E&O*

\$895
per month

Please initial next to the commission plan you would like to be on. Your commission plan can be changed once each year in January.