**AGREEMENT FOR LICENSED PERSONAL ASSISTANT**

**(INDEPENDENT CONTRACTOR)**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known as “Primary Agent”, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known as “Personal Assistant”, and Coldwell Banker (DBA), known as “Broker”, for the purpose of providing the framework to allow the parties to work in conjunction with each other in the real estate brokerage business.

**WHEREAS**, the Primary Agent is an independent contractor in business as a licensed real estate agent who is associated with Broker and is using space in Broker’s building; and

**WHEREAS**, Primary Agent is interested in retaining the assistance of a person in the business of real estate sales and allowing said assistance to use space in Broker’s building; and

**WHEREAS**, the Personal Assistant is interested in contracting with Primary Agent to provide assistance on an independent contract basis in the conduct of the Primary Agent’s real estate sales business; and

**WHEREAS**, Broker is the sponsoring broker for both Primary Agent and the Personal Assistant and is willing to allow Personal Assistant to utilize space in Broker’s building under the terms herein set forth.

For and in consideration of their mutual promises and covenants, the parties agree as follows:

1. Primary Agent, Personal Assistant and Broker acknowledge that each are duly licensed in the State of (State) as real estate salespersons or brokers. Primary Agent and Personal Assistant acknowledge and represent that they are “qualified real estate agents” under Section 3508 of the Internal Revenue Code. All parties agree that each will maintain his/her real estate sales person or broker’s license on an active basis for the duration of this agreement.
2. Primary Agent and Personal Assistant acknowledge that both of their licenses are sponsored by Coldwell Banker (DBA) (Broker), and that Primary Agent will conduct real estate sales activity in the name of Broker in an independent contractor relationship as a qualified real estate agent under Section 3508 of the Internal Revenue Code, and Personal Assistant will be an employee only of Primary Agent and not of Broker.
3. Personal Assistant has agreed to assist aid and work with Primary Agent for the purpose of listing and selling real estate. ***Personal Assistant agrees not to conduct business in his/her own name and that any personal leads, contact, customers or clients of Personal Assistant will be handled in the name of Primary Agent and assisted by Personal Assistant.***
4. Primary Agent and Personal Assistant agree that, because Primary Agent is an independent contractor and Primary Agent, not Broker, is Personal Assistant’s hiring contractor, Broker is not responsible for Personal Assistant’s compensation, nor for any withholding, Worker’s Compensation, unemployment benefits, expense reimbursement, legal defense, or any employee benefits and/or obligations that might arise between an employer and employee. Personal assistant waives and disclaims any claim against Broker for the foregoing. Broker’s sole obligation to Personal Assistant is to deliver compensation out of Primary Agent’s commissions, or other funds provided by Primary Agent, in the amount directed by Primary Agent. It is Primary Agent’s responsibility to provide all funds to cover Personal Assistant’s compensation.
5. On all transactions originated by the Primary Agent or Personal Assistant, any amount of commission split or shared with Personal Assistant will be credited only to Primary Agent for purposes of calculating any additional compensation, bonus or other award/bonus programs, as those programs may be constituted by Broker or others at any given time.
6. Primary Agent and Personal Assistant acknowledge that permission has been granted for Personal Assistant to utilize space in Broker’s sales office solely for the convenience of Primary Agent and that such circumstance is not intended to create an employer-employee relationship or a leasehold or any other ongoing obligation between Broker and either Primary Agent or Personal Assistant.
7. Primary Agent agrees to supervise and direct Personal Assistant in the performance of all licensed and unlicensed activities. That supervision and direction shall at all times be compliant with (State) Real Estate License Law, Realtor’s Code of Ethics and Coldwell Banker (DBA) Policies. Primary Agent agrees to defend, indemnify and hold Broker harmless from any and all fines and penalties assessed by any licensing authority against the Broker for failure to provide adequate supervision to the Personal Assistant or for the violation by the Personal Assistant of the Provisions of the Real Estate License Act of 1983, as from time to time amended, and the rules promulgated pursuant to that Act, and from any claim, cost or liability arising for Broker from the activities of Personal Assistant on behalf of or during the course of employment by Primary Agent.
8. Broker may withdraw consent for Primary Agent to maintain the contractual services of Personal Assistant under any of the following conditions:
9. Primary Agent fails to maintain an active real estate salesperson or broker’s license in (State).
10. Personal Assistant fails to maintain an active real estate salesperson or broker’s license in (State).
11. Primary Agent and/or Personal Assistant are no longer licensed with Broker.
12. Primary Agent agrees to pay Broker the cost of including Personal Assistant under Broker’s errors and omission insurance coverage. Primary Agent further agrees, at Primary Agent’s sole expense, to carry commercial liability insurance in amounts required under Coldwell Banker (DBA) guidelines as may be published from time to time. ***Failure to provide the required insurance while employing a Personal Assistant shall be a violation of Primary Agent’s association agreement and shall entitle Broker to immediately terminate Primary Agent’s association***. Primary Agent acknowledges having received a copy of Broker’s insurance requirements.
13. The parties have read and understand the foregoing and agree that this Agreement shall govern the interrelationship of the parties for so long as Personal Assistant remains in the employ of Primary Agent.

# Team Member and Assistant Independent Contractor Agreement

**PARTIES TO THE AGREEMENT**

For the purpose of this Agreement the term “Managing Broker” will refer specifically to Sales Manager of the specific sales office. The term “Licensed Selling Assistant” will refer directly to the individual who signs this agreement as such. The term “Primary Sales Associate” will relate specifically to the current Coldwell Banker (DBA) Sales Associate (as noted by the signature below), that is engaging the assistant and is willing to accept the added responsibilities outlined in this agreement. The term “Company” will relate directly to Coldwell Banker (DBA).

**SCOPE OF BUSINESS**

The basic premise of this program is to offer a Primary Sales Associate the ability to build his or her individual business within the umbrella of the Company. In order to create a successful long term working relationship, all parties must agree to the following conditions.

**LICENSED SELLING ASSISTANT RESPONSIBILITIES**

* + - 1. The Licensed Selling Assistant will be licensed by the Colorado Real Estate Commission as a Broker Associate of the Company and will work under the supervision of the Company’s Employing Broker.
      2. The Licensed Selling Assistant will be working under the direct supervision of the Primary Sales Associate. The Employing Broker hereby delegates such responsibility to the Primary Sales Associate
      3. The Licensed Selling Assistant will be physically located in the space earned by the Primary Sales Associate. No additional space will be offered by the Company unless the Primary Sales Associate wish to pay for it and it is available.
      4. Additional telephone set (including voicemail) and modem lines will be made available to the Licensed Selling Assistant (If available) at a “pass through” cost of $376 per telephone (one time fee) and $46 per modem line (monthly fee). These fees must be approved by Primary Sales Associate and will be charged directly to the Primary Sales Associate.
      5. The Licensed Selling Assistant must be a member of the local Board of Realtors and pay all applicable Board and MLS fees.
      6. All business cards and promotional materials used for, and by, the Licensed Selling Assistant will clearly show the Primary Sales Associate’s name/title and Licensed Selling assistant’s name/title.

For example: Sally Smith

Licensed Selling Assistant to

Doris Johnson, CRS

**Broker Associate**

* + - 1. The Licensed Selling Assistant will maintain an active Errors and Omission insurance policy, which meets the Company’s requirements, as well as participate in the Company’s Lega Services Fund. The Licensed Selling Assistant shall execute the Independent Contractor Agreement with the Company on the form established by the Company.
      2. The Licensed Selling Assistant will take all listings under the Primary Associate’s name and market all listings as such.
      3. The Licensed Selling Assistant will have the opportunity to schedule and cover the Primary Sales Associate’s “floor time”.
      4. The Licensed Selling Assistant agrees to follow all guidelines outlined in the Company Policy and Procedures Manual.
      5. The Licensed Selling Assistant understands that all Company advanced expenses will be paid by the Primary Sales Associate. Primary Sales Associate, as between the Primary Sales Associate and the Licensed Selling Assistant, shall approve all expenses incurred by Licensed Selling Assistant.
      6. The Primary Sales Associate prior to production or implementation must approve all advertising and marketing materials and concepts.
      7. The Licensed Selling Assistant will be considered to be an independent contractor of the Company and not an employee of the Company. As such, all commission income must be paid to the Licensed Selling Assistant by the Company and not the Primary Sales Associate. This requirement is in place to meet Federal tax laws and the requirements of the Colorado Real Estate commission.
      8. If requested by Primary Sales Associate, Licensed Selling Assistant may perform all duties of a Sales Associate at closings.
      9. For the purposes of any Company performance awards or contests, all parties understand that only the Primary Associate will be recognized.
      10. The Primary Sales Associate will have to pay an additional 5% to Coldwell Banker on every deal that the License Assistant closes.
      11. Licensed Selling Assistant’s will stay at a set commission level and will not cross to a higher commission level.

**PRIMARY SALES ASSOCIATE RESPONSIBILITIES**

1. The Primary Sales Associate is responsible for assuring that all of the above conditions are met.
2. The Primary Sales Associate agrees to pay for all marketing, general business and other costs relating to the Licensed Selling Assistant.
3. The Primary Sales Associate will be available either in person or by telephone to offer the Licensed Selling assistant advice and professional guidance.
4. The Primary Sales Associate will be ultimately responsible for the tracking and maintenance of all transactions.
5. The Primary Sales Associate will notify the Sales Manager immediately if any clients, customers, other agents or local Boards make any complaint about Licensed Selling Assistant either verbally or in writing.
6. The Primary Sales Associate agrees to indemnify and hold Sales Manager, Employing Broker and the Company harmless for any wrongdoing by the Licensed Selling Assistant. Primary Associate also agrees to reimburse Company for any legal fees or other expenses incurred while defending itself against any claims brought against the Licensed Selling Assistant or the Company based upon the alleged acts of the Licensed Selling Assistant.
7. The Primary Sales Associate is responsible for the Licensed Assistants accounts receivables (OFFICE BILL) if the Licensed Selling Assistant becomes delinquent.

**COMPENSATION**

Primary Sales Associates shall be free to negotiate a split with his/her Licensed Selling Assistant. However, in no case shall that split exceed whatever split the Licensed Selling Associate would earn if he/she were working as a traditional agent with the Company.

Any commission income generated by either the Licensed Selling Assistant or the Primary Sales Associate will be run through the Primary Sales Associate’s compensation plan. The Licensed Selling Assistant’s compensation shall be as follows, and shall be paid by the Company from commissions otherwise payable by Company to Primary Sales Associate.

**COMMITMENT**

Both the Primary Sales Associate and the Licensed Selling Assistant agree to use their best efforts to maintain the Company’s strong reputation in the community and also agree to place integrity and quality service before personal gain.

**COMMISSION PLAN ELECTION FORM**

**FOR LICENSE SELLING ASSISTANTS OF (SAMPLE) TEAM**

### Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Branch Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agent Name (Licensed Selling Assistant):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Primary Agent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I hereby elect the Commission Plan for (Sample) Team’s Office.

Commission Disbursement Schedule:

* The Licensed Selling Assistant will earn a commission equal to 50% of the Gross Commission for each transaction that they originate, on both the sale of listings that they take, and sales of listings other than those listed by (Sample) Team’s Office.
* If a sale is made on one of (Sample) Team’s Office listings, the Licensed Selling Assistant will earn a commission equal to 75% of the Gross Commission on the sale side of the transaction.
* Referral fees received by the agent may be eligible for a 100% split of the commission at the subjective discretion of (Sample) Team, depending on the circumstances. Otherwise, the agents’ share of the commission will be 75%.
* The Licensed Selling Assistant will also be eligible for a 75% split of the Gross Commission for sales of other agents’ listings when the Buyer is obtained through Coldwell Banker Relocation Services, and referral fees are paid. This does not apply to listings. If the sale is made on one of (Sample) Team’s Office listings, the Licensed Selling Assistant’s side of the Gross Commission will still equal 75%.

Licensed Selling Assistants and Primary Agent understand that all compensation paid to the Licensed Selling Assistant must be made through the Broker, Coldwell Banker Residential Brokerage. The Primary Agent can pay no money directly to the Licensed Selling Assistant.

Agents Signature: \_ Date: \_\_\_\_\_\_

Primary Agent Signature: \_ Date: \_\_\_\_\_\_

Manager Signature: \_ Date: \_\_\_\_\_\_

Regional Vice President Signature: \_ Date: \_\_\_\_\_\_

President’s Signature: \_ Date: \_\_\_\_\_\_

The (Sample) Team Employee Manual

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| --- | --- |
| Mission Statement | The (Sample) Team is a highly productive group of real estate professionals that work cooperatively under the marketing banner of (Sample). By leveraging on (X) years of experience, excellent reputation, and marketing clout, Licensed Associates are able to create more opportunities – and potential income to themselves and The Team – than they would otherwise as independent agents. Our staff consists of highly trained, knowledgeable and friendly people who support the listing and sales activities of (Sample) and the Licensed Associates of The Team. Through specialization, and the use of our well developed systems, The Team is able to provide the client with the best customer service and overall satisfaction possible in their real estate transaction. |
| Time Off Policy | Employees will have the following paid **Holidays**:   * Memorial Day * Independence Day * Labor Day * Thanksgiving Day * Christmas Day * New Year’s Day |
|  | The following schedule of paid **Vacation Time** will be allotted each employee:   * One week during the first calendar year of employment * Two weeks during each subsequent calendar year of employment * Employees must clear their requested time off with management, giving as much notice as possible (i.e., at least a month), and take care not to make plans that coincide with other staff vacations, or would leave the office short-handed during critical or busy times.   **Personal Days**   * Four additional paid days off may be taken by the employee for any reason, so long as sufficient notice is given to management, and permission is given for the timing of employee’s request.   **Sick Days** |
|  | * There is no allotment of paid days for sick time; however, employees may use their personal days if they would like to be paid for days off due to illness.   Employees should keep track of all of their time off during the year. Any unused vacation or personal time off will not carry over to the next year. |
| Compensation | **Regular wages**:   * Employees will be paid on the 1st and 16th of each months for the periods of the 16th through the last day of the month, and the 1st through the 15th day of the month respectively   **Production bonus**:   * When The (Sample) Team reaches a Gross Commission Income of $1.3 Million for the calendar year, employees will receive a $1,000 bonus (prorated for that portion of the year they have worked if they have worked for less than one year), which will be added to their regular paycheck, subject to taxes and withholding. Additional $1,000 bonuses will be paid for each additional $100,000 of GCI earned by The (Sample) Team for the remainder of the calendar year. Bonus level is subject to review and change by Jim (Sample) in December of each year. |
| Benefits | Health Insurance will be provided for the individual through Kaiser Permanente, upon request by the employee. If the employee chooses not to participate in the Health Insurance program, they will be offered an additional amount to be added to each paycheck equal to what the Kaiser premium would have been that they may apply to their own health coverage needs. Additional family members may be added to the plan at the expense of the employee. |

**Team Job Descriptions**

Staff Responsibilities

Listing presentations preparation:

* Assemble Listing Presentations
* Maintain file of marketing samples
* Print contracts, marketing plan, and tax sheet

New listing transaction management:

* Enter into MLS
* Enter clients into Top Producer as “Active Clients”
* Order Virtual Tour & photography
* Order “Just Listed” postcards
* Order 50 brochures
* Perform “Same & Similar” fax notifications to Realtors
* Request to place on Office Tour
* Establish Fact Line with photos
* Upload all high-resolution photos to websites
* Send Thank You for listing letter with copy of MLS and Same & Similar fax

Feedback:

* Email to showing Realtor
* Follow up Email two days after showing
* Fax feedback after four days

Change of Status Checklist (price reductions, withdrawn, etc.:

* + - Change in MLS
    - Change price on all websites
    - Change on dry erase board
    - Update Hot Sheet
    - Send Amend/Extend with Broker to Seller
    - Fax price reduction to Realtors who have shown it
    - Mail copy to seller

Management of sales and listings under contract through closing:

* + - Mail under contract letter
    - Enter into Top Producer calendar
    - Request and retrieve all contract paperwork & disclosures
    - Notify front desk-A/B and update Hot Sheet
    - Change on dry erase board
    - Review contract for special terms, additional provisions
    - Get loan info from Seller
    - Order title work
    - Review title work
    - Monitor inspection objection deadline
    - Handle inspection resolution details
    - Set closing time two weeks prior
    - Monitor appraisal deadline
    - Monitor loan approval deadline
    - Check CDA accuracy
    - Update Hot Sheet when closed
    - Print Top Producer notes and file
    - Order Just Sold cards

Mailings:

* + - Assist with agent mailings to sphere or farm
    - Mail copies of any advertisements to

Misc.:

* Print Inventory Report
* Assist with preparation of any agent mailings to sphere or farm
* Filing
* Order and pick up office supplies
* Mail copies of any advertisements to seller