



Thank you for electing to join EZ Choice Realty

**Please take a moment to review and sign the following
Independent Contractor Agreement**

**Once completed please retain a copy for your records
and submit a signed copy to:**

Files@EZChoiceRealty.com

or

Fax: (813) 464-7811



Independent Contractor Agreement

It is hereby agreed that PRINT YOUR NAME HERE Contractor) will conduct business as a Salesperson or Broker Salesperson for EZ CHOICE REALTY / EZ CHOICE, INC or EZ CHOICE MLS, INC or EZ CHOICE REAL ESTATE, INC (Broker).

As a Salesperson or Broker Salesperson for Broker, Contractor hereby agrees to abide by the following terms, conditions, policies and procedures:

Independent Contractor Status

Contractor agrees to work for Broker as an Independent Contractor and not as an employee. Broker may not dictate hours worked or hold Contractor to any set schedule. Contractor understands that Broker is legally accountable for the activities of the Contractor. All expenses and obligations incurred by Contractor while conducting his/her independent business shall be the sole responsibility of Contractor. Contractor is responsible for timely payment of all his/her own expenses such as industry association dues, licensing renewals, advertising expenses, automobile expenses, etc. Broker will be held harmless from any and all expenses and obligations.

Federal, State & Local Taxes

Contractor understands and agrees that Contractor is not to be considered an employee of Broker for tax purposes, that Broker will not withhold any Federal or State Income Tax, Social Security (FICA) or Unemployment (FUTA) taxes from Contractor's commissions paid. Therefore, 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.

License Status

Contractor is and shall remain licensed and in good standing with the Florida Department of Professional and Business Regulations and the State of Florida throughout the term of this agreement. Failure to do so will result in the immediate termination of Contractor's employment with Broker. Contractor must complete all required pre/post-licensing requirements to maintain an active license and will be responsible for paying all fees, dues and fines charged to the Contractor or to the Broker on the Contractor's behalf.

Monthly Management Fee

Contractor agrees to pay Broker a Management Fee of \$29 (Twenty Nine Dollars) per month. Contractor will subscribe to the Management Fee electronically online within 10 (Ten) days of the execution of this Agreement, or provide Broker a valid credit card number and pre-authorization to charge the credit card for the Management Fee each month. The fee will be auto drafted each month on the monthly anniversary date and can be canceled with Contractor's employment at any time by Contractor.

Realtor® Association and MLS Participation

Contractor may conduct business as a member of an Association of Realtors with MLS participation or as a “Non-Realtor/Non-MLS” Affiliate at their discretion. Contractor is required to notify Broker of any changes to their Association/MLS status within 48 hours and hereby authorizes Broker to make any and all licensing changes necessary to keep Contractor’s license active with Broker. Contractor agrees to complete all education and/or training requirements associated with their Association/MLS participation in a timely manner and will be responsible for paying all fees, dues and fines charged to the Contractor or Broker on Contractor’s behalf. Contractor agrees to notify Broker within 24 hours of Contractor’s failure to pay any Association or MLS fees or dues and agrees to pay any fines incurred by Broker as a result of Contractor’s failure to provide notification.

Pricing & Fees for Services

Contractor is responsible for determining the price/fee/commission to be charged for all services rendered to clients by Contractor. Broker shall not dictate, at any time, what is an acceptable price or fee to charge.

Contractor will support and practice Fair Housing principles. Contractor has been advised that failure to comply with Fair Housing principles will result in appropriate disciplinary action and possible termination of this agreement.

Commissions and Fees

As commissions are earned via the efforts of Contractor, 100% of any and all such commissions will be paid directly to Contractor at closing or by Broker after receipt and processing, less any Broker Fees/Deductions as outlined in this agreement under “Broker Fees / Broker Deductions.” Payment of all commissions are subject to Broker having received all required documents related to the transaction. In order to comply with the Statutes of Florida, the DBPR and the rules and regulations of the Florida Real Estate Commission, Contractors are NOT permitted to receive money directly. All commissions, referral fees and/or consultation fees are to be submitted electronically or by check to EZ Choice Realty. Violation of this will result in immediate termination of Contractor’s Employment.

Compliance

Contractor will conduct himself/herself in full compliance with the Statutes of Florida, the DBPR and the rules and regulations of the Florida Real Estate Commission and in a way which reflects the high standards of the Broker. Contractor will conduct his/her business in a reputable manner and in conformance with all laws, rules, regulations and codes of ethics that are binding upon or applicable to real estate licensees. Contractor 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. Contractor will not commit any act that violates Florida real estate license law.

Mediation Of Contractor Disputes

In the event of a dispute involving two or more contractors, all of whom are licensed with Broker, Contractor authorizes Broker sole and absolute discretion in resolving said dispute. Contractor agrees to abide by the decision of Broker. Contractor agrees to hold harmless Broker against any claim, action or lawsuit of any kind and from any loss, judgment, or expense, including attorneys’ fees, arising from or relating in any way to the resolution of said dispute.

Broker Fees / Broker Deductions

Closing/Transaction Fee: All commissions, referral fees, and or consultation fees earned by Contractor are subject to a Broker Deduction of 10% (Ten Percent) of the gross amount received up to a maximum of \$169 (One Hundred Sixty Nine Dollars) per transaction.

Administration Fees: Contractors may elect to charge cooperating Agents and/or Brokers an Administration Fee at closing. All Administration Fees collected by Contractor are subject to a Broker Deduction of 50% (Fifty Percent) of the gross amount received, up to a maximum of \$99 (Ninety Nine Dollars), per transaction. This is in addition to the Closing/Transaction Fee.

Buyer/Seller Leads Provided by Broker: All commissions earned by Contractor as a result of a lead provided by Broker are subject to an additional Broker Deduction of 15% (Fifteen Percent) of the gross amount received up to a maximum of \$1500 per transaction. This fee is to be calculated after the deduction of the Closing/Transaction Fee.

Contractor As Principal (Buyer or Seller of Property)

In the event Contractor, an entity owned by Contractor or immediate relative of Contractor, closes any transaction as a principal, Contractor agrees to pay Broker \$100 for additional E&O Requirements whether a commission is earned or not and whether or not the property was listed in the MLS. Contractor agrees to indemnify and hold Broker harmless from any claims, demands, complaints, arbitration or other actions made against Broker as a result of any transaction in which Contractor acts as a principal. To comply with all E&O requirements, any listing or sale where Contractor is a principal, Contractor must provide all of the following: The listing or sale contract must be on association approved forms, the seller/buyer must have a home inspection, the seller/buyer must place a home warranty on property and the seller/buyer must provide a completed sellers disclosure on the property.

Errors & Omissions Insurance

Errors & Omissions Insurance is required for all Contractors and for all transactions and is paid for by Broker. The Insurance carrier shall be chosen at Broker's discretion and can be changed at any time without notice. Contractor acknowledges that he/she is responsible for payment of any deductible owed as a result of any claim occurring as a result of Contractor's actions. Contractor shall immediately notify Broker of any circumstances likely to give rise to any claim or complaint against Contractor and/or Broker. In the event of a claim, lawsuit, complaint or arbitration demand, Broker may withhold from Contractor's commissions, an amount adequate to satisfy any amounts not covered by the insurance carrier. 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 Broker may deem it necessary to obtain legal consultation concerning one of Contractor's transactions. If this happens then Contractor agrees to reimburse and indemnify Broker for any Attorney's fee reasonably incurred by Broker to obtain legal advice concerning such transaction(s).

Contractor's Personal Information

Contractor is responsible for keeping Broker informed of any changes to their personal information such as mailing address, phone numbers, websites, email, etc. Contractor agrees to hold harmless Broker against any loss, judgment, or expense, including attorneys' fees, arising from or relating in any way to the failure of doing so.

Occupational Licenses

In some circumstances Contractor may be required or wish to acquire an Occupational License. Contractor agrees to reimburse Broker for the amount of any Occupational License Fee charged to the Broker by any entity, for the employment of the Contractor. The Contractor hereby authorizes the Broker to charge these fees to credit card that is on file for the monthly fee.

Contractor agrees that for all actions performed by Contractor during his/her contractual relationship with Broker, Contractor will indemnify and hold harmless Broker and/or Broker's Representatives, from any and all claims, complaints, causes of action, arbitration demands, damages and liabilities of every kind, 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 Broker. 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.

Protection of Contractor's Listings, Contracts & Commissions

In the event 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 transferred to Contractor or to Contractor's new employing broker on the Contractor's behalf without penalty. Commissions earned and paid on all sales contracts completed prior to the Contractor's termination will be disbursed to the Contractor in compliance with this agreement. Contractor specifically agrees to fully cooperate with Broker as necessary to complete and resolve any transactions, claims or disputes which are pending at the time, or which arise after Contractor's contractual relationship with Broker terminates and Contractor shall indemnify and hold Broker harmless from all such matters. Contractor understands that failure to cooperate with Broker will result in a Broker Deduction equal to \$50 per hour for time worked on file by Broker and/or assigns. Any such transfer of listings and/or disbursement of commissions is conditioned on the Contractor having fulfilled and paid in full, any and all dues, fees and expenses owed to Broker.

Transaction Documents & Office Files

All documents pertaining to any transaction, including but not limited to, sale and purchase agreements, listing agreements, and closing documents must be faxed or emailed to Broker no later than 48 hours of their effective date. All documents are to be submitted with a fully completed cover page to the fax number or email address provided by Broker. Failure to comply will result in a "Written Notification of Non-Compliance" delivered by email to Contractor and will be given an additional 48 hours to comply. Contractors who fail to comply within the specified timeline will either have their ability to list properties in the MLS revoked, be penalized financially, or will have their employment terminated. Commission checks and/or Commission Disbursement Orders will not be issued until all necessary documentation has been received by Broker.

"Do Not Call Lists"

Contractor will comply with all requirements, rules and regulations related to both the National & State "Do Not Call Lists." Contractor will indemnify and hold harmless Broker from and against any and all liability for fines, penalties, attorney fees and related costs and expenses arising out of or in connection with any violation by the undersigned or any person, firm or legal entity acting on the undersigned's behalf, of the National Do Not Call List or the equivalent list administered by the State of Florida.

Workman's Compensation Coverage

Contractor understands and acknowledges that Broker DOES NOT provide Workman's Compensation coverage. Contractor hereby agrees to waive such coverage and 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.

Commission Disbursement Orders

As long as the DBPR and the State of Florida allow real estate salespeople to be paid at closing directly from the title agency or attorney's office, Contractors may complete and turn in to Broker, no later than 48 hours prior to closing, a Commission Disbursement Order. This form MUST be approved, completed and signed by Broker. Broker will then submit permission to the appropriate closing office allowing Contractor to receive a check at closing less any required Broker Fees or Deductions.

Escrow Checks & Good Faith Deposits

Broker DOES NOT offer an escrow account for sale and purchase transactions. Escrow deposits are to be held by an approved title company or attorney's office. Contractors are responsible to abide by and adhere to all timelines and regulations provided by DBPR and the State of Florida as failure to do so may result in legal action, fines and/or immediate termination of Contractor's employment.

Office Space Usage

The DBPR and the State of Florida require that all Real Estate Brokerages offer a "Brick & Mortar" location where salespeople can meet with clients, host closings and negotiate terms. Temporary meeting and workspace is available at the Qualifying Broker's office(s). NOTE: All salespeople are expected to work from home or a personal office location and are NOT permitted to work permanently from the Qualifying Broker's office(s).

Training & Meetings

From time to time Broker will host meetings and/or training sessions as a way to help educate and train salespeople. Contractor acknowledges, that although the majority of these meetings will be voluntary in nature and attendance will not be mandatory, Broker reserves the right to require the attendance of one, multiple or all salespeople with adequate advance notice. Failure to comply with any required attendance may result in immediate termination of Contractor's employment with Broker.

Forms, Equipment & Supplies

Contractor is responsible for the acquisition of all forms, equipment and supplies they require to conduct their individual business. Contractor is responsible for insuring that all forms and documents being used are up to date and are approved by the DBPR and the State of Florida.

Teams, Personal Assistants & Buyer's Agents

Broker does not limit or prohibit the structuring of teams, the use of "buyer's agents" or the hiring of personal assistants. Contractor acknowledges that he/she is NOT permitted to pay commissions & referral fees to any team member(s) or Buyer's agent(s) directly. All checks must be written to Contractors by Broker. Contractors involved in such activity are required to adhere to all FREC regulations as failure to do so may result in the immediate termination of Contractor's employment.

Closing Gifts & Concessions

Contractor may elect to provide concessions at the time of closing to help entice individuals to purchase or sell through Contractor or to provide a gift as a way to display gratitude for business or the referral of another client. All Contractors offering gifts or concessions are required to adhere to all DBPR and State of Florida regulations as failure to do so may result in legal action, fines and/or immediate termination of Contractor's employment with Broker.

Property Management

Contractors ARE permitted to assist clients with property management services. In order to comply with the Statutes of Florida, the DBPR and the rules and regulations of the Florida Real Estate Commission, Contractors ARE NOT permitted to accept or hold deposits or rents of any kind, ARE NOT permitted to pay for repairs or maintenance from their personal funds and ARE NOT permitted to accept payment for services directly as all checks must be written to Broker. Failure to do so may result in immediate termination of Contractor's employment with Broker.

EZ Choice Realty offers a Property Management Division. Contractors may refer people to this division and will receive a 10% (Ten Percent) referral fee on any and all fees collected, minus any merchant charges, for property management services rendered by EZ Choice Realty and/or its representatives for as long as Contractor remains active with Broker.

Credit Repair / Restoration

Contractors ARE permitted to assist clients with credit repair and/or restoration. In order to comply with the Statutes of Florida, the DBPR and the rules and regulations of the Florida Real Estate Commission, Contractors ARE NOT permitted to accept payment for services directly as all checks must be written to Broker. Failure to do so may result in immediate termination of Contractor's employment with Broker.

EZ Choice Realty offers a Credit Restoration Division. Contractors may refer people to this division and will receive a 10% (Ten Percent) referral fee on any and all fees collected, minus and merchant charges, for services rendered by EZ Choice Realty and/or its representatives for as long as Contractor remains active with Broker.

Yard (Window) Signs

Yard or window signs may be placed in public view on any active listing except where prohibited by county, city or community rules or regulations. Signs MUST contain Contractor's personal name and contact information in addition to Broker name & logo. Any fines or penalties associated to the unapproved placement of signs will be the sole responsibility of Contractor.

Broker Provided Leads

Broker may have prospective buyer and/or seller leads available and may elect to pass these leads along to Contractors who have executed this agreement. Contractors receiving these leads acknowledge that additional Broker Deductions will apply upon the receipt of any commission earned through a completed transaction with said lead. Contractor acknowledges that there is NO guarantee of receiving leads and that the disbursement of leads is at the sole discretion of Broker, unless otherwise specified in writing.

Advertising & Promotional Materials

Contractor is permitted to advertise and promote Contractor's individual business as desired. All printed materials and advertising, including but not limited to, newspaper ads, internet ads and magazine ads, must include Broker's office name, Contractor's name and Contractor's phone number. In addition, Contractor is required to adhere to all DBPR and State of Florida regulations pertaining to advertising as failure to do so will result in the immediate termination of Contractor's employment with Broker.

Appointment Scheduling & Property Showings

Contractor is responsible for accepting and returning all calls pertaining to Contractor's listings and arranging all showings. Contractor's personal contact information and detailed showing instructions MUST be made available in the MLS for all Contractor's listings.

Use of Logos & Images

Contractor is permitted to use Broker logos and images for both print and digital media without restriction as long as Contractor does not represent himself/herself as Broker in any way or make any change (other than size) to said logos or images.

Personal Websites

Contractors are permitted to utilize personal websites to promote their business. Contractors operating a personal website are required to adhere to all DBPR and the State of Florida regulations as failure to do so will result in the immediate termination of Contractor's employment with Broker.

Use of Trade Names

The DBPR and State of Florida regulations state that Contractors are NOT permitted to use fictions or trade names. Usage of the word "team" and/or other variations of using one's surname ARE permitted by Broker.

Termination Of This Agreement

This Agreement may be terminated immediately by Broker for just cause or upon three calendar days written notice by Broker or Contractor. Contractor agrees that a violation of any of Contractor's obligations herein 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 herein shall survive the termination of this Agreement.



Contractor's Signature & Acceptance

Contractor acknowledges that by signing below, they have read, understood and agree to the terms and conditions of the EZ Choice Realty Independent Contractor Agreement, whose effective date shall be the date signed and executed by Contractor.

Broker reserves the right to modify this agreement at any time and agrees to notify all Contractors in writing via email within 48 hours. Modifications DO NOT require Contractor's signature to become effective.

Contractor's Signature

Date

License #

Expiration Date

Qualifying Broker / Referring Agent Selection

Please select the Qualifying Broker or the agent that referred you to EZ Choice Realty

Timothy A. Kugler

Referring Agent

Name

City, State



State of Florida Department of Business & Professional Regulations
DBPR Form - RE10 Equivalent

- Become Active - Sales Associate or Broker Associate
- Change Broker/Employer - Sales Associate or Broker Associate

Last Name	First Name	Middle Name
License # Of Sales Associate OR Broker Associate		
EZ Choice Realty / EZ Choice INC		
Name Of Real Estate Company Electing To Join		
CQ1036523		
License # Of Company Electing To Join		
Signature Of Sales Associate OR Broker Associate		



Contractor's Personal Contact Information

Contractor's Name

Mailing Address

Phone 1

Phone 2

Fax

Email Address

DOB

SS#

Emergency Contact