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## **Real Estate Agent Agreement**

### **(Independent Contractor)**

This Document Includes the following:

1. General Information
2. Instructions and Checklist
3. Real Estate Agent Agreement (Independent Contractor)

CONFIDENTIAL



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## General Information

This document serves as a legally binding agreement between the real estate agent and the real estate agency, who will contract the agent to act on behalf of the company, and where all business is conducted in a professional and lawful manner. This document sets forth the effective date of the agreement, obligations of both the real estate agent and the real estate agency and reasons why the agreement can be terminated. It also sets forth that the real estate agent is an independent contractor and not an employee of the real estate company.

It is important that this type of business arrangement be set out in writing rather than oral agreement. A written Real Estate Agent/Independent Contractor Agreement will prove invaluable in the event of disagreements, misunderstandings, or litigation between the parties.



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## Instructions and Checklist

- All parties should read this document carefully.
- Insert all requested information in the spaces provided on the form truthfully and as accurately as possible.
- This form contains the basic terms and language that should be included in similar agreements.
- Read the "Rights and Obligations" provisions for both the real estate agent and the real estate agency carefully. If there are disagreements, focus will likely be on these provisions.
- All parties should retain either an original or copy of the signed agreement.
- All legal documents should be kept in a safe location such as a fireproof safe or safe deposit box.



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## Real Estate Agent Agreement (Independent Contractor)

**THIS INDEPENDENT CONTRACTOR AGREEMENT** is a binding contract and is made and executed on this the 26th day of the month August in the year of 2020 by and between:

The Independent Contractor  
is to enter the date above

### PARTIES

1. **Presidential Realtors and Associates Limited** (hereinafter referred to as "the Agency"), a company incorporated under the laws of Trinidad and Tobago and having its principal office at the address  

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**Trinidad & Tobago** which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all persons deriving title under "the Agency".

AND

2. Almitra Daniel (hereinafter referred to as "the Independent Contractor"), an individual, aged 24 years, having an Identification/Passport/Permit Number 19960610035 residing at Caroni North Bank Road, Centeno of the Republic of Trinidad and Tobago  

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which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include all persons deriving title under the Independent Contractor.



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**RECITALS:**

- A. **WHEREAS**, the Agency is licensed as a Real Estate Company in the Land of Trinidad and Tobago. The Agency also maintains an office at  
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**Trinidad & Tobago**, and is completely equipped to render services in the field of real estate to the public.
- B. **WHEREAS**, the Independent Contractor, is a Real Estate Agent and is duly qualified to solicit real estate for sale or rent or for exchange or for other purposes as deemed fit by the Agency.
- C. **WHEREAS**, the Agency has expressed their desire to hire the services of the Independent Contractor and Independent Contractor has expressed their willingness towards the same.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and for the reasons set forth and in consideration of the covenants and promises of the parties hereto, parties agree as follows:



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## 1. INTERPRETATIONS

Unless the context of this Agreement otherwise requires:

- 1.1 The headings of the clauses to this Agreement are for convenience only and shall be ignored in construing this Agreement.
- 1.2 The singular includes the plural and vice versa.
- 1.3 References to a party or the parties are references to either the Agency or the Independent Contractor or both, as deemed appropriate.
- 1.4 References to other agreements and documents shall be deemed to be references to such agreements and documents as amended, replaced, substituted, assigned, novated, supplemented or otherwise modified from time to time; and the words "include" and "including" shall be deemed to be qualified by a reference to without limitation.

## 2. EFFECTIVE DATE

- 2.1 The effective date of this Agreement shall be \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ and all rights and obligations of the parties hereunder shall be effective as of that date.      The Agency is to fill in the date above



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### **3. INDEPENDENT CONTRACTOR'S RIGHTS AND OBLIGATIONS**

It is agreed that:

- 3.1 The Independent Contractor shall act as a referral agent for the Agency and is not to be treated as an employee of the Agency for the purposes of taxation. As such, the Independent Contractor is responsible for and required by law to pay the various forms of tax on their income.
- 3.2 The Independent Contractor acknowledges that all forms of communication provided by the Agency, inclusive of company email and mobile phone, may be monitored by the Agency at any time as it deems it necessary.
- 3.3 The Independent Contractor shall abide by all laws of Trinidad & Tobago while affiliated with, representing, and conducting any business on behalf of the Agency and should be registered as a Real Estate Agent in conformity with the Trinidad and Tobago Real Estate Act of 2020.
- 3.4 The Independent Contractor shall not have any fixed hours of work but may be required to attend to business matters on behalf of the Agency from time to time.
- 3.5 The Independent Contractor shall treat with other Independent Contractors affiliated with the Agency, and the Agency itself, in a manner that is professional and acceptable, as deemed by the Agency within reason.
- 3.6 The Independent Contractor shall adhere to all the Agency's policies and training received, and conduct any business in a professional manner and as deemed acceptable by the Agency, and in accordance with and in conformance with s.48 of the Trinidad and Tobago Real Estate Agents Act of 2020, and all other applicable laws and rules governing the real estate industry and a real estate agent.



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- 3.7 The Independent Contractor agrees to provide excellent customer service in standing with the Agency's expectations before, while and after conducting any business transactions on behalf of the Agency.
- 3.8 The Independent Contractor shall utilise the forms of communication provided by and acceptable to the Agency while conducting business on its behalf.
- 3.9 The Independent Contractor shall at all times, while conducting any business on behalf of the Agency, ensure that his or her Agency approved printed ID is in his or her possession and is clearly visible, and that all clients, vendors, purchases and/or potentials of the same, are provided the Independent Contractor's full legal name and contact information.
- 3.10 The Independent Contractor further agrees to act in accordance with the ethical rules of conduct governing a real estate agent in the real estate industry.
- 3.11 The Independent Contractor will abide by the rules governing the Agency's business, regarding which the Agency shall inform the Independent Contractor from time to time.
- 3.12 The Independent Contractor shall devote his or her time and energy in the best possible manner and towards the growth of the Agency's business.
- 3.13 The Independent Contractor is himself or herself liable for all the expenses incurred by him or her over the course of this agreement and for the purpose of further developing the Agency's business.
- 3.14 At the time of acquiring a listing it is the responsibility of the Independent Contractor to inform the client that business transactions would be conducted on behalf of the Agency and to inform the Agency of the new listing and the details surrounding it as required by the Agency.



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- 3.15 The Independent Contractor must renew their contract as and when their contract becomes due for renewal without fail to maintain affiliation with the Agency.
- 3.16 The Independent Contractor shall provide a police certificate of good character and the Agency reserves the right to terminate this agreement at any time if the aforementioned certificate reflects unfavourably on the Independent Contractor.
- 3.17 The Independent Contractor shall acknowledge that the Agency may incur expenses upon agreement between the parties and shall seek the best interest of the Agency without fail.
- 3.18 The Independent Contractor shall withhold from defamation of the Agency and shall conduct his or herself in a manner to not harm the Agency's reputation through malicious intent, whether affiliated with the Agency or not.
- 3.19 The Independent Contractor shall ensure that all advertisements under his or her responsibility are truthful and accurate.
- 3.20 The Independent Contractor shall ensure that there is disclosure of truthful and accurate information to all buyers or renters of listings under his or her responsibility.
- 3.21 The Independent Contractor shall ensure to seek the interest of all parties involved in a business transaction, including buyers, renters, sellers, and the Agency itself.



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#### **4. RESTRICTIVE COVENANTS**

- 4.1 The Independent Contractor shall not be affiliated with or be employed by a competitor or another real estate agency.
- 4.2 The Independent Contractor shall not hire, employ, contract with, or sponsor any sub agents or act as a broker while affiliated with the Agency.
- 4.3 The Independent Contractor shall keep the Agency informed of all required details for listings provided by the Independent Contractor while affiliated with the Agency.
- 4.4 The Independent Contractor shall acknowledge listings as property of the Agency and shall not list, rent, sell, or manage real estate outside the knowledge of the Agency.
- 4.5 The Independent Contractor shall inform clients of their affiliation with the Agency at inception of and direct all business transactions through the Agency as appropriate.
- 4.6 The Independent Contractor shall not give the impression that they are not affiliated with the Agency.



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## 5. AGENCY'S OBLIGATIONS

It is agreed that:

- 5.1 The Agency shall treat with the Independent Contractor in a manner that is fair and professional and as acceptable to the Independent Contractor within reason.
- 5.2 The Agency shall seek the best interest of the Independent Contractor.
- 5.3 The Agency shall provide an email and/or other forms of communication as acceptable to the Agency for the Independent Contractor to utilise in communication regarding the Agency's business. This email shall be the property of the Agency and the Agency reserves the right to monitor it and may from time to time access said email or its contents as the Agency see fit.
- 5.4 The Agency in consideration of the commission which will be split with the Independent Contractor shall provide the Independent Contractor all the guidance so required regarding the Independent Contractor's referral business.
- 5.5 The commissions so payable to the Independent Contractor are negotiable.
- 5.6 The commission amount would be collected by the Agency and would be transferred in favour of the Independent Contractor within a period of thirty (30) days from the date of receipt of such commission.
- 5.7 For sale of each listing, the Agency shall retain 55% of the Commission and the Independent Contractor shall be entitled to 15% of the Commission for acquiring the listing, and/or 30% for getting the listing sold. Therefore, the Independent Contractor is entitled to either 15%, 30% or a total of 45% of the Commission as appropriate and as identified for each sale of a listing.



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- 5.8 For rental of each listing, the Agency shall retain 50% of the Commission and the Independent Contractor shall be entitled to 25% of the Commission for acquiring the listing, and/or 25% for getting the listing rented. Therefore, the Independent Contractor is entitled to either 25% or a total of 50% of the Commission as appropriate and as identified for each rental of a listing.
- 5.9 For management of each listing, the Agency shall retain 5% of the Commission per payment period and the Independent Contractor shall be entitled to 5% of the Commission for managing the listing. Therefore, the Independent Contractor is entitled to only 5% of the Commission per payment period as appropriate and as identified for each managed listing.

## 6. TERM OF THIS AGREEMENT

- 6.1 This Agreement is entered into for a time period of twelve (12) month(s) and begins on the effective date of this agreement and ends on the date \_\_\_\_\_, unless and until terminated by either of the parties in accordance with the Clause on Termination specified herein.

The Presidential Realtors representative  
is to fill in the end date above



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## 7. TERMINATION

- 7.1 If the Independent Contractor has committed any breach of the terms specified herein or has failed to conduct his or her business in accordance with the applicable law then the Agency is entitled to cancel this agreement, with or without notice to the Independent Contractor.
- 7.2 The Parties may at any time, without cause terminate this agreement after giving written notice of fourteen (14) days to the other.
- 7.3 If this agreement is terminated within six (6) months to date herein, the Independent Contractor shall reimburse the Agency for all expenses incurred on behalf of the Independent Contractor. These expenses include but are not limited to the cost of procurement of an Agency approved printed ID for the Independent Contractor, cost of provided training and cost of provided materials and/or equipment intended for the use of the Independent Contractor to conduct business on behalf of the Agency.
- 7.4 The Independent Contractor shall release in his or her possession to the Agency, all property in the namesake of the Agency. This includes especially, but is not limited to, the Agency approved printed ID which all Independent Contractors are required to have as mentioned in Clause 3.0 in this Agreement.

## 8. ASSIGNMENT

- 8.1 The Independent Contractor shall not assign or otherwise transfer any of the rights and obligations so placed on the Independent Contractor hereunder. Any purported or attempted assignment or other transfer or delegation in violation of this Section shall be null and void.



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## **9. INDEMNIFICATION**

- 9.1 Independent Contractor agrees to indemnify and hold harmless the Agency, its agents, employees, officers, successors, assigns and any other party deriving title under the term Agency from all fines, levies, suits, proceedings, claims, actions or causes of actions of any kind whatsoever including, but not limited to, all costs, court costs, litigation expenses and attorney fees arising from, growing out of, in connection with or incidental to the Independent Contractor activities and operation of a real estate business.

## **10. LIMITATION OF LIABILITY**

- 10.1 The Agency shall not be liable to the Independent Contractor for any expenses so incurred by the Independent Contractor nor shall the Independent Contractor have the authority to bind the Agency by any promise or representations, unless specifically authorized in advance and in writing by the Agency. The Independent Contractor agrees to pay all costs and expenses incurred by the Agency in defending or satisfying any claim or judgment assessed against the Agency arising from any claims, complaints or litigation which arise against the Agency directly due to the activities of the Independent Contractor.

## **11. RELATIONSHIP BETWEEN PARTIES**

- 11.1 Each party is an independent contractor of the other party. Nothing herein will constitute a partnership between or joint venture by the parties or constitute either party the agent of the other.



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## 12. NOTICE

- 12.1 Any notice to be given by one Party to the other under, or in connection with this "Agreement" shall be in writing, signed by or on behalf of the Party giving it, and addressed to the recipient at the address or facsimile number set out below or to such other address or facsimile number as that Party may notify to the other Party:

### To the Agency:

Address: \_\_\_\_\_

Attention: Mr./Mrs./Ms. Marie Noelle-Pantin

Contact Number: +1 868-284-1030

Email Address: info@presidentialrealtors.com

### To the Independent Contractor:

Address: Caroni North Bank Road, Centeno of the Republic of Trinidad and Tobago

Attention: Mr./Mrs./Ms. Almitra Daniel

Contact Number: +1(868)473 6786

Email Address: almitradaniel288@gmail.com



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### **13. AMENDMENTS & MODIFICATIONS**

- 13.1 No modification of or amendment to this Agreement will be effective unless in writing signed by authorized representatives of both Parties.

### **14. NO WAIVERS**

- 14.1 The rights and remedies of the parties to this Agreement are cumulative and not alternative. No waiver of any rights is to be charged against any Party unless such waiver is in writing signed by an authorized representative of the Party so charged. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

### **15. SEVERABILITY**

- 15.1 If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the party's intent.

### **16. EXECUTION IN COUNTERPARTS**

- 16.1 This Agreement may be executed in counterparts (which may be exchanged via email), each of which will be deemed an original, but all of which together will constitute the same Agreement.



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## 17. ENTIRE AGREEMENT

17.1 This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein, superseding all previous Agreement pertaining to such subject matter, and may be modified only by an amendment executed in writing by the authorized officers of both parties hereto. All prior agreements, representations, warranties, statements, negotiations, understandings, and undertakings are superseded hereby. Both parties hereto represent that they have read this Agreement, understand it, agree to be bound by all terms and conditions stated herein, and acknowledge receipt of a signed, true, and exact copy of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement under seal as of the day and year first written above.

**Presidential Realtors and Associates  
Limited**

MARIE NOELLE-PANTIN

Name (Capital Letters)

Signature

Ms.

Title

\_\_\_\_\_(dd) / \_\_\_\_\_(mm) / \_\_\_\_\_(yyyy)  
Date

**The Independent Contractor**

Almitra Daniel

Name (Capital Letters)

Signature

Ms.

Title

\_\_\_\_\_(dd) / \_\_\_\_\_(mm) / \_\_\_\_\_(yyyy)  
Date