

# Premium Team Agreement

## TEAM RELATIONSHIP AGREEMENT

AGREEMENT, this day 17<sup>th</sup> of August, 2021, by and between **Eliana Phipps** residing at 321 Elwood Rd, East Northport NY 11731----- (hereinafter referred to as the "Sales Associate") and **RAUL A MARTINEZ** having a principal place of business at 1 W BAYSHORE RD, BAYSHORE NY 11706 (hereinafter referred to as the "TEAM LEADER").

WITNESSETH:


WHEREAS, Sales Associate and Team leader are each respectively duly licensed pursuant to Article 12-A of the Real Property Law of the State of New York, and WHEREAS, the parties hereto have freely and voluntarily entered into this Agreement, without duress.

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed as follows:

1. Sales Associate is engaged as an independent contractor associated with the Team Leader/Broker pursuant to Article 12-A of the Real Property Law and shall be treated as such for all purposes, including but not limited to Federal and State Income taxation, withholding tax regulations, Unemployment Insurance and Workers' Compensation coverages.
2. Sales associate agrees to share. **80%** of commission provided from PGR (Personal or referrals leads) to the Team leader **Premier Team** (Name), in consideration for the support and time from Team leader.
3. Sales Associate shall be permitted to work such hours as Sales Associate may elect to work.
4. Sales Associate shall be free to engage in outside employment.
5. Team leader might offer initial training and hold periodic sales meetings. The attendance by Sales Associate at such sessions shall be at the option of Sales Associate.
6. Team leader may elect, but shall be under no obligation, to assign leads to Sales Associate on a rotating basis. Sales Associate shall be responsible for procuring Sales Associate's own leads.
7. Team and Sales Associate shall comply with the requirements of Article 12-A of the Real Property Law and the regulations pertaining thereto. Such compliance shall not affect Sales Associate's status as an independent contractor nor shall such compliance be construed as an indication that Sales Associate is an employee of Broker for any purpose whatsoever.
8. This contract and the association created thereby may be terminated by either party as long as the sales associate pay all dues to Team leader for the amount of \$\_\_\_\_\_ N/A \_\_\_\_\_ or sales associate brings X \_\_\_\_\_ transactions to the Team. This way sales associate would compensate the Team leader for time and effort given to sales associate.
10. No waiver of any of the provisions of this agreement or any of the rights or remedies of the parties hereto shall be valid unless such waiver is in writing, signed by the party to be charged therewith.
11. Whenever in this Agreement any notices are required to be given, such notices shall be in writing and shall be sent by registered mail or certified mail, return receipt requested, to the party entitled to receive the same.

IN WITNESS WHEREOF, the individual parties hereto have hereunto set their hands and seals, and any corporate party has caused this instrument to be signed by a corporate officer and caused its corporate seal to be hereunto affixed, all as of the day and year first above written.

  
Sales Associate

  
Team Leader

Premier Team  
Team name

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Premium Group Realty Broker