

**REAL ESTATE SALESPERSON  
AGREEMENT (INDEPENDENT  
CONTRACTOR)**

**1-PARTIES**

**1.1-THIS INDEPENDENT CONTRACTOR AGREEMENT** is made and executed on this the 27<sup>th</sup> (date) Day of August (Month), 2021 (Year) by and between:

Premium Group Health,  
1.2-. \_\_\_\_\_, a company incorporated under the laws of the State of New York  
and having its principal office at 450 Sunnyside Road represented by its  
\_\_\_\_\_ (hereinafter referred to as the "Broker") 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  
"Broker".

**AND**

Jennifer  
1.3-. James Doyle, an individual, having an Social Security Number: 740-35-8067  
residing at 18 Lowell Ave Holtville MO (hereinafter referred to as the "Independent  
Contractor") 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

**2. EFFECTIVE DATE**

The effective date of this Agreement shall be 27<sup>th</sup> of August, 2021 and all rights  
and obligations of the parties hereunder shall be effective as of that date.

### 3. TERM OF THIS AGREEMENT

This Agreement is entered into for a time period of 08/27/2021 (Days / Months /Years) and begins from the effective date to 08/27/2021, unless and until terminated by either of the parties in accordance with the Clause on Termination specified herein.

### 4. INDEPENDENT CONTRACTOR'S RIGHTS AND OBLIGATIONS

It is agreed  
that:

- 4.1 The Independent Contractor shall act as a referral agent for the Broker and is not to be treated as an employee of the Broker for the purposes of tax;
- 4.2 The Independent Contractor shall not have any fixed hours of work;
- 4.3 The Independent Contractor shall conduct his business in accordance with and in conformance with the applicable laws and rules governing the real estate industry and a real estate salesperson.
- 4.4 The Independent Contractor further agrees to act in accordance with the ethical rules of conduct governing a real estate salesman in a real estate industry.
- 4.5 The Independent Contractor will abide by the rules governing the Broker's business, with regard to which the Broker shall inform the Independent Contractor from time to time.
- 4.6 The Independent Contractor shall devote his time and energy in the best possible manner and towards the growth of Broker's business.
- 4.7 The Independent Contractor is himself liable for all the expenses incurred by him in the course of this agreement and for the purpose of further developing the Broker's business.
- 4.8 At the time of making a referral it is the responsibility of the Independent Contractor

to secure a percentage referral agreement with the receiving real estate agency.

4.9 The Independent Contractor has to renew his / her license as and when the license becomes due for renewal without fail.

## **5. BROKER'S OBLIGATIONS**

It is agreed  
that:

5.1 The Broker in consideration of the commission which will be split with the Independent Contractor.

5.2 The commission amount would be collected by the Broker and would be transferred in favor of the Independent Contractor within a time period of 10 days from the date of receipt of commission and documents required .

## **6. TERMINATION**

6.1 If the Independent Contractor has committed any breach of the terms specified herein or has failed to conduct his business in accordance with the applicable law then the Broker is entitled to cancel this agreement, with or without notice to the Independent Contractor.

6.2 The Parties may at any time, without cause terminate this agreement after giving  
Written notice of \_\_\_\_\_ days to the  
other.

## **7. ASSIGNMENT**

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.

## **8. INDEMNIFICATION**

Independent Contractor agrees to indemnify and hold harmless the Broker, its agents , employees, officers, successors, assigns and any other party deriving title under the term Broker

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.

## **9. LIMITATION OF LIABILITY**

The Broker 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 Broker by any promises or representations, unless specifically authorized in advance and in writing by Broker. The Independent Contractor agrees to pay all costs and expenses incurred by the Broker in defending or satisfying any claim or judgment assessed against the Broker arising from any claims, complaints or litigation which arise against the Broker directly due to the activities of the Independent Contractor.

## **10. RELATIONSHIP BETWEEN PARTIES**

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.

## **11. AMENDMENTS & MODIFICATIONS**

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

## **12. NO WAIVERS**

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 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.

## **13. SEVERABILITY**

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.

#### 14. GOVERNING LAW AND FORUM

The validity, construction, interpretation of this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of law.

#### 15. COMMISSIONS

15.1- Commission is defined as all revenues (percentage or fees) earned in relation to the sale, lease or exchange of real property or any transaction processed through PGR. The standard commission for a sale representative is as follows:

Sales Representative: 70%

Premium Group  
Realty: 30%

15.2-Leads referred by PGR will be split as follows:

Sales  
Representative: 60%

Premium Group  
Realty: 40%


15.3-Each independent contractor must pay a monthly fee of \$ 50 fee to PGR. This fee will apply every N/A of the month.

All commission checks and required documents must be given to PGR within 5 days. After this a late fee of \$100 will be assessed. After 15 days a late fee of \$500 will be assessed. After 30 days, half of the commission check supposed to receive by the agent will be taken back to PGR. After 45 days the whole commission check will be taken from agent.

## ENTIRE AGREEMENT

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.

  
\_\_\_\_\_  
BROKER

Name: Diego Rodriguez  
Title: Broker - Owner  
Date: 8/30/2021

  
\_\_\_\_\_  
INDEPENDENT CONTRACTOR

Name: Jennifer Da Silva  
Title: Sales Agent  
Date: 08/27/21