



STANBERRY
REALTORS®

INDEPENDENT CONTRACTOR AGREEMENT

The parties to this agreement, _____ Stanberry REALTORS®, Inc. _____

and _____
Sales Associate

do agree to enter into a brokerage service association beginning ____/____/____ and continuing until such time as either party terminates this agreement as described below under "Termination."

Agents Duties and Obligations

- 1) The Agent hereby affirms that (s)he is a licensed real estate: Salesperson Broker in the State of Texas and a member of the National Association of REALTORS® and the Austin Board of Realtors®, and shall maintain both license and membership in good standing at all times while this agreement is in effect.
- 2) The above designated Agent hereby agrees to exercise their best professional efforts to solicit listings and prospects for the Broker's real estate firm and to provide brokerage services to prospects secured by the Associate.
- 3) The Agent will perform these services exclusively for the Broker and the Broker's firm, and will not engage in brokerage of businesses or management of property without the Broker's knowledge and consent.
- 4) The Agent agrees to abide by any and all applicable laws and standards of practice when performing under this agreement or when representing the Broker, including but not limited to the Code of Ethics of NAR and the Rules of TREC.
- 5) The Agent may sign listing agreements, buyer or tenant representation agreements and commission agreements on behalf of the Broker in accordance with any and all standards and policies the Broker adopts.
- 6) The Agent will take and sign all listings, representation agreements, commission agreements and other agreements for brokerage services in the name of the Broker and will submit all such procured to the Broker promptly.
- 7) The Agent must promptly deposit all checks or funds (s)he receives in trust for others in accordance with the contracts under which the checks or funds are received. The Associate must deliver any compensation for brokerage services from any client promptly to the Broker for disbursement. The Associate may not accept any check made payable to the Associate from any person with whom the Associate may deal in a manner relating to the Broker's business.
- 8) All referral fees between associates must be described in writing and will be disbursed according to the agent.
- 9) The Agent is responsible for all special expenses except where otherwise stated in this document or the Policy and Procedure Manual. This includes license and membership fees, penalties, automobile expenses, communication and education.
- 10) Finally, the Agent agrees by accepting this document to abide by the Company Policy and Procedure Manual in all respects not herein explicitly reproduced.

Broker's Duties and Obligations

- 1) The Broker, representing Stanberry REALTORS®, hereby affirms that (s)he is a licensed real estate broker in the State of Texas and a member of NAR and ABoR and shall maintain both license and membership in good standing at all times while this agreement is in effect.
- 2) All listings, representation agreements, commission agreements and other agreements for brokerage services in which the Broker is a named party are owned exclusively by the Broker and Stanberry REALTORS®, Inc.



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INDEPENDENT CONTRACTOR AGREEMENT (CONT.)

- 3) All fees and compensation that the Broker or Agent earn for providing brokerage services to prospects are payable and belong to the Broker. This includes but is not limited to listing agreements, buyer or tenant representation agreements, brokerage agreements, bonuses and consulting fees. Agents fees are payable when the Broker receives the Broker's fees for brokerage services unless the fees are subject to arbitration or litigation.
- 4) The Broker is not liable to the Agent for any fees not collected from a prospect. The Broker retains complete discretion to enforce or not to enforce any agreement.

Disputes and Litigation

- 1) If a dispute, litigation or complaint is filed against the Broker or Agent regarding a brokerage transaction in which the Agent is involved, the parties will cooperate fully in defending the actions. The Broker and Agent will share all expenses and costs related to the defense if both Broker and Associate are named as defendants or respondents to the litigation or complaint and neither objects to mutual defense.
- 2) Each party is responsible for payment of any damages for which it is found liable by any court, arbitrator or state agency. If the Broker is found liable as a result of the agent's negligence, misrepresentation, fraud, false statements or violation of the Real Estate License Act, the Agent will immediately indemnify and reimburse the Broker for any damages as well as attorney's fees and other defense expenses.

Termination

- 1) Either party may terminate this agreement with written notice for any cause at any time. Termination will not divest the right of either party to any fees earned before the termination becomes effective, and without prior written agreement these fees shall be due upon termination.
- 2) The Agent will cooperate in every reasonable manner to ensure an orderly transition of services and information to the Broker. All Broker property (including but not limited to lockboxes, signs, manuals and keys) will be returned to the Broker.

_____ Associate's Printed Name (As Appears on License)	Stanberry & Associates Inc. _____ Designated Sponsor's Printed Name
_____ Associate's Signature + Date	_____ Broker / Licensed Supervisor Signature
_____ State License Number	0405642 _____ State License Number
_____ Social Security Number	_____ Title
_____ Home Address	1101 S. Capital of Texas Hwy F-100 _____ Office Address
_____ City, State, ZIP	Austin, TX 78746 _____ City, State, ZIP
_____ Home Phone	(512) 327-9310 _____ Office Phone
_____ Email	Info@stanberry.com _____ Email