



## INDEPENDENT CONTRACTOR AND BROKER AGREEMENT

\_\_\_\_\_, hereinafter referred to as "**BROKER**", and  
 \_\_\_\_\_ hereinafter referred to as "**INDEPENDENT CONTRACTOR**"  
 in consideration of the mutual covenants and promises herein contained, agree as follows:

1. Broker warrants that Broker is licensed and authorized to act as a Real Estate Broker in the State of South Carolina. Independent Contractor warrants that he/she is licensed and authorized to act as a Real Estate Sales Agent in the State of South Carolina. Each agrees during the term hereof at his/her own expense to keep his/her license in full force and effect, and to pay all fees equivalent to local, state, and national boards/associations of REALTORS® and taxes due the state, county, municipality or other governmental entity arising out of his/her activities as Broker or Independent Contractor, and neither shall be liable for the fees or taxes of the other. Failure on the part of either party hereto to keep in effect his/her said license shall automatically terminate this contract.
2. It is agreed that Broker is duly qualified to and does procure the listing of real estate for sale, lease or rental, and prospective purchasers, lessees, and renters therefore, and has and enjoys the goodwill of and a reputation for fair dealing with the public and also has and maintains an office, properly equipped with furnishings and staff, suitable to serving the public as a Real Estate Broker, and the parties hereto deem it to be to their mutual advantage to enter into this contract.
3. It is agreed that Independent Contractor has the competence and ability to perform the functions for which he/she is licensed with respect to the sale, lease, or rental of real estate.
4. Broker agrees to furnish Independent Contractor a facility to conduct business at Broker's office now located at \_\_\_\_\_, and to take calls for Independent Contractor pertaining to the services referred to herein. It is understood that if Broker advertises the Independent Contractor will, at Broker's discretion, be mentioned by name in such advertising when appropriate.
5. Broker agrees to make available to Independent Contractor all current listings of the office, except such as Broker may find expedient to place exclusively in the temporary possession of some other broker or sales agent, and Broker agrees to assist Independent Contractor in his/her work by advice and full cooperation in every way practicable. Independent Contractor will have the benefit of the cooperation of Broker in connection with transactions being handled by Independent Contractor.
6. Independent Contractor agrees to work diligently to exert his/her best efforts to sell, lease, or rent any and all real estate listed with Broker and available to Independent Contractor under the terms of Paragraph 5 above, to solicit additional listings and customers in the name of Broker, and otherwise to promote the business of serving the public in real estate transactions to the end that each of the parties hereto may derive the greatest advantage possible consistent with his/her professional obligations.
7. Commissions shall be charged for any service performed hereunder pursuant to office policy, except that Broker shall advise in advance of any special division relating to any particular transaction which he/she undertakes to handle. When Independent Contractor shall perform any service hereunder, whereby a commission is earned, the commission shall, when collected, be divided between Broker and Independent Contractor in which division Independent Contractor shall receive a proportionate share as set out in office policy and Broker shall receive the balance. In the event of special arrangements with any client of Broker or Independent Contractor on property listed with Broker or controlled by Independent Contractor in which a special division of commission is indicated, such division shall be as agreed upon by Broker and Independent Contractor.

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In the event that two or more sales agents participate in such service, or claim to have done so, the amount of the commission over that accruing to Broker shall be divided between the participating sales agents according to agreement between them, or, in the absence of agreement, by arbitration. In no case shall Broker be personally liable to Independent Contractor, nor shall Independent Contractor be personally liable to Broker, for any commission prior to its receipt, but when the commission shall have been collected from the parties for whom the service was performed, Broker, in the event such commissions are paid to Broker, shall pay over to Independent Contractor, Independent Contractor's proportionate share according to the terms of this contract.

8. The division and distribution of the earned commissions as set out in Paragraph 7 hereof, which may be paid to or collected by either Broker or Independent Contractor shall take place as soon as practicable after collection of such commissions from the party or parties for whom the services may have been performed.

9. Broker shall not be liable to Independent Contractor for any expense incurred by the latter, nor shall Independent Contractor be liable to Broker for office help or expense insofar as Broker has herein agreed to provide the same. Expenses for attorney's fees, costs, documentary stamps, abstracts and the like which may, by reason of some necessity, be payable from commissions, or the attempt to collect a commission, shall be paid by the parties in the same proportion as provided for in the division of commissions. Independent Contractor agrees to furnish transportation and business liability insurance, at his/her own expense, and provide Broker evidence of coverage as co-insured. Independent Contractor agrees to pay at his/her own expense entertainment costs, club dues, and other expenses incident to the conduct of his/her services as a real estate sales agent, and to pay any and all state and city business occupation tax available to the portion of any commission received by him/her.

10. This contract and the association created hereby, may be terminated by either party hereto at any time upon notice given to the other; but the rights of the parties to any commissions or division thereof which accrued prior to the time of said notice shall not be divested by the termination of this contract.

11. For orderly conduct of the business, Broker reserves the right to assign particular prospects of the office to an Independent Contractor associated with Broker and such Independent Contractor shall have the exclusive right together with Broker, to contact such prospects so long as such assignment is in effect; Independent Contractor agrees not to interfere with such assignment to other brokers or sales agents with Broker and Independent Contractor. Independent Contractor shall have entire discretion as to the handling of "leads" and prospects assigned to him/her and as to the conduct of Independent Contractor's services as sales agent hereunder, and as to the means of securing listings, handling prospects, and consummating negotiations.

12. Independent Contractor shall not, after the termination of this contract, use to his/her own advantage, or the advantage of any competing person or corporation, any information gained for or from files or business of Broker and not generally known. Independent Contractor understands and agrees that all listings are the sole property of the Broker at all times.

13. Independent Contractor agrees to hold Broker harmless in the event Broker is required to respond in damages by reason of any misrepresentations, promises or untrue statements made by Independent Contractor during the life of this contract and during the course of negotiations with and as an inducement to any party to a real estate transaction handled by Independent Contractor.

14. It is understood that, during the existence of this contract, Broker shall have the right to instruct Independent Contractor as to the services he/she is to perform but shall not have the right to instruct Independent Contractor as to the manner in which they are to be performed, and that the relationship of Independent Contractor to Broker is that of an independent contractor, but not as an employee.

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15. \_\_\_\_\_, a duly licensed real estate sales agent, understands that he/she is an Independent Contractor and not an employee of the Broker nor \_\_\_\_\_, real estate company for income and employment tax purposes. Under Section 3508 of the Internal Revenue Code, "qualified real estate agents," of which \_\_\_\_\_ is one, are responsible for meeting all Federal Income and Employment tax obligations. **INDEPENDENT CONTRACTOR**, UNEQUIVOCALLY UNDERSTANDS THAT NEITHER THE BROKER, NOR THE REAL ESTATE COMPANY WILL DEDUCT THESE TAXES AND THE FAILURE BY **INDEPENDENT CONTRACTOR** TO MEET THESE OBLIGATIONS WILL RESULT IN NO LIABILITY TO THE BROKER NOR TO THE REAL ESTATE COMPANY.

**NOTHING IN THIS CONTRACT SHALL BE IN ANY WAY CONSTRUED TO CONSTITUTE INDEPENDENT CONTRACTOR AS THE EMPLOYEE OF THE BROKER. NONE OF THE BENEFITS PROVIDED BY THE BROKER TO EMPLOYEES, IF ANY, ARE PROVIDED TO THE INDEPENDENT CONTRACTOR BY THE BROKER. INDEPENDENT CONTRACTOR WAIVES ALL CLAIMS AGAINST BROKER FOR EMPLOYER'S LIABILITY COMPENSATION FOR PERSONAL INJURY, UNEMPLOYMENT COMPENSATION OR OTHERWISE UNDER THE WORKMEN'S COMPENSATION LAWS OF SOUTH CAROLINA. INDEPENDENT CONTRACTOR UNDERSTANDS THAT IN NO WAY WILL BROKER BE LIABLE FOR ANY INJURY OR LOSS SUSTAINED BY THE INDEPENDENT CONTRACTOR IN THE PERFORMANCE OF THIS CONTRACT.**

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
Date  
Witness

\_\_\_\_\_  
Date  
Broker

\_\_\_\_\_  
Date  
Witness

\_\_\_\_\_  
Date  
Independent Contractor

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