

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN BROKERAGE AND ASSOCIATE

Florida Real Estate Sales Associate / Broker Associate Template

Use of this template: Complete all blanks and schedules before signature. The parties intend this Agreement to comply with Chapter 475, Florida Statutes, applicable Florida Real Estate Commission rules, and federal tax rules governing qualified real estate agents. Florida legal counsel should review the final company version before adoption.

Effective Date:	Brokerage: Liberty One Realty, LLC
Principal Office:	Team Leader or Manager:
Broker License No.:	Associate Legal Name:
Associate License Type: ☐ Sales Associate ☐ Broker Associate	Associate License No.:
Associate Entity (if approved):	Associate Email / Phone:

Agreement. Liberty One Realty, LLC (the "Brokerage") and the above-named licensed sales associate or broker associate (the "Associate") agree as follows:

1. LICENSURE AND AFFILIATION

Associate represents that Associate holds a valid Florida real estate license and will not perform brokerage services under this Agreement until the license is active and properly registered with the Brokerage as required by Florida law. Associate will promptly notify the Brokerage of any complaint, investigation, restriction, suspension, expiration, change of status, or other event that could affect Associate's authority to practice.

Associate is responsible for timely license renewal, continuing education, local association and MLS obligations, and maintaining accurate contact information with the Florida Department of Business and Professional Regulation and the Brokerage. Any approved professional corporation, professional limited liability company, or similar entity used by Associate must comply with Florida law and Brokerage policy.

2. INDEPENDENT CONTRACTOR AND TAX STATUS

The parties intend an independent contractor relationship, not an employer-employee relationship, except that Associate remains subject to the Brokerage's supervision, direction, and policies to the extent required by Chapter 475, Florida Statutes, Florida Real Estate Commission rules, and other applicable law.

Substantially all remuneration payable to Associate for licensed real estate services will be directly related to sales, closings, referrals, or other output rather than hours worked. Associate will not be treated as an employee for federal tax purposes with respect to services under this Agreement. Associate is responsible for applicable income, self-employment, occupational, and other taxes and will provide a completed Form W-9. Brokerage may report compensation on Form 1099 or another form required by law.

Associate controls Associate's work schedule, prospecting methods, and ordinary business expenses, subject to legal requirements, client obligations, Brokerage supervision, Brokerage policies, and deadlines necessary to protect clients and transactions. No salary, minimum wage, paid leave, retirement plan, health benefit, or other employee benefit is promised by this Agreement, except as otherwise required by law.

3. BROKERAGE SUPERVISION; POLICIES; AUTHORITY

Associate will comply with this Agreement, the Brokerage's written policies and procedures, lawful instructions of the designated or managing broker, MLS and association rules applicable to the Associate, and all federal, state, and local laws governing real estate practice. If a policy conflicts with this Agreement, this Agreement controls unless the policy implements a nonwaivable legal requirement.

Associate has no authority to bind the Brokerage to any contract, settlement, payment, rebate, guarantee, representation, employment arrangement, vendor agreement, lease, loan, or other obligation unless specifically authorized in writing by the Brokerage. Brokerage may review, audit, approve, reject, or require correction of transaction documents and advertising as reasonably necessary for compliance and supervision.

4. BROKERAGE RELATIONSHIPS; CLIENT DUTIES; FAIR HOUSING

Associate will follow the Brokerage's policy concerning transaction brokerage, single agency, no-brokerage relationships, designated sales associates when legally available, required disclosures, and any transition or consent required by section 475.278, Florida Statutes. Associate will not create a dual-agency relationship prohibited by Florida law.

Associate will deal honestly and fairly, use reasonable skill, care, and diligence, present offers and counteroffers as required, account for funds, protect confidential information, and make disclosures required by law and the applicable brokerage relationship.

Associate will comply with the federal Fair Housing Act, Florida fair housing laws, the Real Estate Settlement Procedures Act (RESPA), applicable antitrust laws, do-not-call and electronic marketing laws, and Brokerage policies regarding protected classes, steering, compensation, referrals, and affiliated business arrangements.

5. COMPENSATION

Associate's compensation is governed by Schedule A. All commissions, referral fees, bonuses, incentives, and other brokerage compensation arising from transactions handled through the Brokerage belong to and are received by the Brokerage first. Associate may not demand or collect compensation directly from a consumer, cooperating broker, closing agent, vendor, or other person except as expressly authorized in writing by the Brokerage and permitted by law.

Unless Schedule A states otherwise, Associate's share becomes payable only after the applicable transaction closes, the Brokerage actually receives collected funds, the file is substantially complete, and any lawful deductions or offsets stated in this Agreement or Schedule A are identified. Brokerage will provide an accounting on request for deductions from Associate's commission.

Associate will not independently reduce, rebate, assign, advance, or redirect any brokerage commission or fee without prior written Brokerage approval. Any commission dispute involving another licensee, brokerage, customer, or client must be promptly reported to the Brokerage, which controls claims made in the Brokerage's name.

6. MONTHLY AGENT DUES AND BUSINESS EXPENSES

Associate will pay Liberty One Realty, LLC monthly agent dues of EIGHTY-FIVE DOLLARS (\$85.00) per month while affiliated under this Agreement. The recurring due date is the ____ day of each month. The first payment is due on _____. Unless the parties check or write a different treatment in Schedule A, dues are not prorated for partial months.

Associate will maintain an approved payment method or separately executed recurring-payment authorization if the Brokerage uses automatic billing. The Brokerage may apply undisputed amounts Associate owes under this Agreement against compensation otherwise payable to Associate, to the extent permitted by law, and will identify such deductions in the closing or commission accounting.

Except for items expressly furnished by the Brokerage in writing, Associate is responsible for Associate's own business expenses, including licensing, continuing education, association/MLS fees, transportation, telephone, internet, marketing, photography, signs, lockboxes, technology, professional services, taxes, insurance, and similar expenses. Any additional Brokerage fee must be listed in Schedule A or separately agreed in writing.

7. DEPOSITS, ESCROW, AND PROPERTY OF OTHERS

Associate will never place client or customer funds in Associate's personal or business account. A sales associate who receives a deposit or other entrusted item must deliver it to the Brokerage or employer no later than the end of the next business day following receipt, as required by Florida Administrative Code Rule 61J2-14.009, unless the item is delivered directly to the authorized escrow holder in a manner approved by the Brokerage and permitted by law.

Associate will comply with all Brokerage instructions concerning escrow holders, deposit verification, earnest money, rental funds, keys, documents, and other property of others. Associate may not sign on or control a Brokerage escrow account unless specifically authorized and legally permitted.

8. LISTINGS, CONTRACTS, TRANSACTION FILES, AND RECORDS

Listings, buyer brokerage agreements, leases, property management agreements, referral agreements, and other brokerage engagements obtained by Associate within the scope of this affiliation are entered into in the name of the Brokerage unless the Brokerage approves otherwise in writing. Associate will use only forms and addenda approved by the Brokerage and will not provide legal or tax advice outside the scope of a real estate license.

Associate will promptly upload or deliver to the Brokerage all required transaction documents, disclosures, communications, amendments, settlement statements, compensation agreements, and other records. Brokerage owns and controls its business and transaction records and may retain them for the periods required by section 475.5015, Florida Statutes, and applicable rules. Associate may keep only copies that Associate is legally entitled to retain and must protect confidential and personal information.

9. ADVERTISING, MARKETING, TEAMS, AND USE OF BROKERAGE NAME

All advertising, websites, social media, signs, print materials, email marketing, lead-generation campaigns, and other public communications concerning real estate services must comply with Brokerage policy and Florida law. Real estate advertising must clearly identify the licensed Brokerage name as required by Florida Administrative Code Rule 61J2-10.025, and Associate's personal name must be used consistently with the name registered with the Florida Real Estate Commission.

Associate may not create or use a team or group name, domain, trade name, logo, slogan, artificial-intelligence-generated content, or other branding in a manner that is misleading, violates Brokerage policy, or creates the impression that Associate operates an independent brokerage. Brokerage may require preapproval or correction of advertising.

10. INSURANCE; VEHICLES; RISK MANAGEMENT

Associate will maintain any automobile, professional, general liability, cyber, or other insurance required by law, MLS/association rules, or written Brokerage policy. If the Brokerage maintains errors-and-omissions insurance covering Associate, Associate's premium contribution and deductible responsibility, if any, will be stated in Schedule A or a separate written policy.

Associate is responsible for safe transportation practices and will not make representations that the Brokerage provides insurance coverage beyond the actual terms of the Brokerage's insurance policies.

11. CONFIDENTIALITY; DATA; BROKERAGE PROPERTY

Associate will protect nonpublic client, customer, employee, vendor, lead, financial, security, and transaction information. Associate will use such information only for authorized brokerage business and will comply with applicable privacy, data-security, document-retention, and breach-reporting policies.

On termination, Associate will promptly return Brokerage property, credentials, signs, keys, devices, records, forms, marketing assets, and access credentials. This section does not prohibit Associate from retaining personal contacts or information Associate lawfully owns, but it does prohibit taking Brokerage-confidential information or transaction records contrary to law, contract, or Brokerage policy.

12. TERM; TERMINATION; PENDING TRANSACTIONS

This Agreement begins on the Effective Date and continues until terminated. Either party may terminate the affiliation by _____ days' written notice. Brokerage may terminate immediately for loss or suspension of licensure, material breach, fraud, misappropriation, unlawful conduct, material risk to the public or Brokerage, failure to maintain required registration, or other grounds stated in written Brokerage policy.

Termination does not eliminate obligations that by their nature survive, including payment of amounts already owed, confidentiality, record return, dispute provisions, and duties concerning pending transactions. Compensation on transactions pending at termination will be handled exactly as stated in Schedule A. Brokerage may reassign pending files as needed to protect clients and complete transactions.

13. INDEMNITY AND RESPONSIBILITY FOR ASSOCIATE CONDUCT

To the extent permitted by Florida law, Associate will be responsible for losses, fines, penalties, deductibles, claims, or reasonable expenses caused by Associate's intentional misconduct, fraud, gross negligence, unauthorized acts, or material violation of law, this Agreement, or written Brokerage policy. Brokerage remains responsible for its own conduct and for nonwaivable legal duties. Nothing in this Agreement requires indemnification to the extent prohibited by law or public policy.

14. DISPUTES; GOVERNING LAW; VENUE

The parties will first attempt in good faith to resolve disputes through an informal conference with the designated broker. Before filing a civil action, either party may request nonbinding mediation in _____ County, Florida, with mediation fees shared equally unless otherwise agreed.

This Agreement is governed by Florida law. Any court action arising from this Agreement will be brought in a state or federal court with jurisdiction in _____ County, Florida, unless a nonwaivable law requires another venue. Nothing in this section prevents either party from making a required report to DBPR/FREC, an MLS, an association, an insurer, law enforcement, or another governmental authority.

15. NOTICES

Notices under this Agreement may be delivered personally, by recognized courier, by certified mail, or by email to the addresses stated below or later updated in writing. Email notice is effective when sent unless the sender receives a delivery failure notice. Brokerage notice email: _____. Associate notice email: _____.

16. GENERAL TERMS

This Agreement, Schedule A, and any documents expressly incorporated by reference constitute the parties' agreement concerning Associate's affiliation. Any amendment to the fixed compensation or fee terms must be in writing and acknowledged by both parties, except for lawful policy changes that do not alter an already-earned commission or other vested contractual right.

If a provision is unenforceable, it will be enforced to the maximum extent permitted and the remaining provisions remain effective. A waiver on one occasion is not a continuing waiver. Headings are for convenience only. Electronic signatures and counterparts are permitted to the extent allowed by law.

SIGNATURES

By signing, each party acknowledges receipt of this Agreement and Schedule A and agrees to the completed terms.

LIBERTY ONE REALTY, LLC

ASSOCIATE

By / Signature

Signature

Printed Name / Title

Printed Name

Date

Date

SCHEDULE A

COMPENSATION, FEES, AND PENDING TRANSACTIONS

Associate: _____ Effective Date: _____

Standard sales compensation percentage	Associate: _____% Brokerage: _____%
Lease / rental compensation percentage	Associate: _____% Brokerage: _____% (\$150 minimum)
Referral compensation percentage	Associate: _____% Brokerage: _____%
Monthly agent dues	\$85.00 per month
Monthly due date	Day _____ of each month
Processing fee charged to client (not paid by Associate)	\$685.00 per closed transaction
E&O premium / deductible	Premium: \$ _____ Deductible responsibility: \$ _____ [] N/A
Other recurring Brokerage fee	\$ _____ per _____ [] None
Dues refund / production incentive	[] None [] Terms: _____
Pending transaction after termination	[] Same compensation percentage as active agreement [] _____% to Associate [] Other: _____
Completion / reassignment charge	\$ _____ or _____
Notice period	Either party may terminate on _____ days written notice, subject to immediate-termination rights in the Agreement.

Special terms: _____

Schedule A controls over any inconsistent economic term in the main Agreement.

Broker / Authorized Licensed Representative

Associate

Signature: _____

Signature: _____

Date: _____

Date: _____

ASSOCIATE POLICY AND ONBOARDING ACKNOWLEDGMENT

Associate Name: _____

The Associate acknowledges receipt of or access to the following, as applicable:

- ☐ Liberty One Realty Policies and Procedures Manual
- ☐ Brokerage relationship / agency policy and required disclosure procedures
- ☐ Advertising, social media, team-name, and brand standards
- ☐ Transaction-document and file-submission procedures
- ☐ Escrow / deposit handling procedures
- ☐ Fair Housing, RESPA, antitrust, and compliance policies
- ☐ MLS / association rules applicable to Associate
- ☐ Errors & omissions insurance information, if applicable
- ☐ Recurring payment authorization for \$85 monthly agent dues, if used
- ☐ Form W-9 and tax reporting information

Associate understands that this acknowledgment does not replace the Agreement and that policies may be updated prospectively subject to applicable law and the Agreement.

Associate Signature: _____

Date: _____

Broker / Authorized Licensed Representative: _____

Date: _____
