



INDEPENDENT CONTRACTOR RELATIONSHIP AGREEMENT

AGREEMENT, this day ___ of _____ 20___, by and between (Realtor) _____ (hereinafter referred to as the "Sales Associate") and Pyrgos NY Realty Corp DBA Realty Executives Today having a principal place of business at 32-56 Steinway Street Astoria, NY 11103 (hereinafter referred to as the "Broker").

WITNESSETH:

WHEREAS, Sales Associate and Brokers 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 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 coverage's.
2. Sales Associate (a) shall be paid a commission on Sales Associate's gross sales, if any, without deduction for taxes, which commission shall be directly related to sales or other output; (b) shall not be entitled to a draw against commissions; (c) shall not receive any remuneration related to the number of hours worked; and (d) shall not be treated as an employee with respect to such services for Federal and State Income tax purposes.
3. Sales Associate shall be permitted to work such hours as Sales Associate may elect to work.
4. Sales Associate shall be permitted to work out of Sales Associate's residence or the offices of Broker or any other location in the sole discretion of Sales Associate.
5. Sales Associate shall be free to engage in outside employment.
6. Broker may provide office facilities and supplies for the use of Sales Associate. All other expenses, including but not limited to automobile, travel, and entertainment expenses shall be borne by Sales Associate.
7. Broker may offer initial training and hold periodic sales meetings. The attendance by Sales Associate at such sessions shall be at the option of Sales Associate.
8. Broker may offer a group insurance plan, and if Sales Associate wishes to participate therein all premiums shall be paid by Sales Associate.
9. Broker 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.
10. Broker 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.

11. This contract and the association created thereby may be terminated by either party hereto at any time upon notice given by one party to the other.

12. For purposes of this Agreement the term "Broker" shall include individual real estate brokers, real estate brokerage companies, real estate brokerage corporations and any other entity acting as a principal broker and the term "Sales Associate" shall include real estate sales associates and real estate brokers, who, as real estate licensees, associate with and place their real estate license with a principal broker.

13. Sales Associate hereby agrees to and hereby assigns to Broker irrevocably and without the necessity of any additional consideration, all of Sales Associate's right, title and interest in any copyright rights or other intellectual property rights in any property listing posted by Sales Associate in the MLS system or otherwise provided to the MLS. Such right, title and interest shall be deemed assigned as of the moment of creation without any further action on the part of either party. During and after the term of this independent contractor agreement,

14. Sales Associate shall confirm such assignment by executing and delivering such assignments or other instruments and take any action necessary to enable Broker to secure, protect, enforce and defend its copyrights in such data and/or content.

14. This Agreement shall be governed and construed in accordance with the laws of the State of New York.

15. 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.

16. 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.

17. This Agreement and all of its terms, covenants and provisions insofar as applicable, shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

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.

Prepared by the New York State Association of Realtors®, Inc

 INITIALS _____

 INITIALS _____

THIS EXHIBIT A to SALES ASSOCIATE AGREEMENT dated Between Pyrgos Realty NY Corp D/B/A Realty Executives Today & Realtor Broker _____

OFFICE ANNUAL: \$21,800.00 - payable on a fiscal year.

Annual fees are payable on a 70/30 split until \$21,800 yearly dues are fully paid.

5% Franchise Fee Off the Top Applies To All Transactions

Income arising from Sales and Rentals. After the \$21,800 is paid, the split becomes 95/5.

ATTACHED FIND EXAMPLE OF OPTION A1

ANNUAL LIBOR/MLS DUES: TO BE DETERMINED BY LIBOR

- UPON TERMINATION, ANY OUTSTANDING BALANCE WILL BE CARRIED OVER TO THE NEXT FISCAL YEAR. IF THERE IS A BALANCE ON ANY OF THE ABOVE FEES, MANAGEMENT HAS THE RIGHT TO COLLECT FEES FROM AN OUTSTANDING COMMISSION. IF THERE IS NO OUTSTANDING COMMISSION, YOU ARE PERSONALLY LIABLE FOR THE BALANCE ON ANY OF THE ABOVE FEES.
- SALES ASSOCIATE AGREES TO PAY ALL COSTS AND EXPENSES INCURRED FOR ANY LEGAL EXPENSE OR PENALTY FEES THAT ARISE FROM DEFENDING OR SATISFYING ANY CLAIM, OR JUDGMENT ASSESSED AGAINST Realty Executives Today BECAUSE OF SALES ASSOCIATE'S ACTIVITY.
- ALL EXECUTIVES ARE RESPONSIBLE FOR THEIR OWN ADVERTISING, INSURANCE, ETC.

"The parties acknowledge that Broker has elected to maintain membership as a REALTOR with an affiliated Board of the New York State and National Association of REALTORS. Associate agrees to maintain individual membership status in the Board of Realtors and Associate agrees to adhere to the REALTOR Code of Ethics."

DATED:

→X _____

LICENSE REAL ESTATE BROKER

OFFICIAL FISCAL YEAR DATE _Start Date : _____ End Date: _____

Broker Owner: X _____



Executives 95/5

Annual fees are payable on a 30/70 split until \$21,800 is fully paid during fiscal year.

OFFICE ANNUAL FEE:	\$21,800.00
Example:	\$10,000.00
<u>95/5 SPLIT</u>	<u>- \$500.00</u>
	\$9,500.00
E/O (per transaction)	\$30.00
	\$9,470.00 (Once yearly Is Paid)

Before Annual Is Paid Example:

	30%	70%
\$2,841.00		\$6,629.00 (Executives Earnings)

Yearly Bill

\$21,800.00

- \$2,841.00

\$18,959.00

Once Paid Off Reached 95%

Office Monthly Payment Options

Remotely \$150.00 Per Monthly/ Yearly: \$1,800 : _____ (Initial)

Cubicle Office: \$300.00 Monthly/ Yearly \$3,600 _____ (Initial)

Private Office \$550 Monthly / Yearly \$6,600 _____(Initial)

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Benefits of Joining the largest Real Estate Office in Queens

- 1) Private Office & Shared Space For Agents/ & No Desk Option**
- 2) 2 Full Time Staff support**
- 3) Prime Agent CRM System , Free**
- 4) The Executive Listing Automation tools for all social media posting**
- 5) Free Business Cards**
- 6) 2 Free For Sale Signs**
- 7) Personalize Computer and VOIP phone**
- 8) Free Black and white copies**
- 9) 250 Free Color copies Per month**
- 10) Access to Full Property Shark**
- 11) Access to Coles Real Estate Resource Free**
- 12) Free Access to Prospect now**
- 13) International Brand affiliation give you a great referral business source all over the country and world**
- 14) Personalized Website with Domain Name**
- 15) Personalized Rex Ny mobilized app for each agent**