



INDEPENDENT CONTRACTOR AGREEMENT (Between Broker and Licensee)

This Independent Contractor Agreement (“Agreement”), is made between **Follow Me Realty, Inc** (“Company”), operating under the assumed name “**Follow Me Realty**” and _____ Licensee. In consideration of the covenants and representations contained in this Agreement, Broker and Licensee agree as follows:

1. TERM

This Agreement shall commence upon agreeing to the terms of service execution of this agreement and shall remain in effect until terminated by either party, in accordance with the terms of this Agreement.

2. Company

Follow Me Realty, Inc. (referred to as Company) is a duly licensed real estate brokerage under the laws of the State of Florida and is qualified to engage in real estate in the states of Florida. Broker of the Company shall keep Broker’s license current and in good standing during the term of this Agreement.

3. LICENSEE

Licensee represents that he or she is duly licensed by the State of Florida as a real estate broker or salesperson, and has not used any other names within the past five years. Licensee shall keep his/her real estate license current and active during the terms of this Agreement, including satisfying all applicable continuing education and provisional license requirements of the **Florida Real Estate Commission** (hereby referred to as “**FREC**”). Licensee hereby confirms he has provided Broker his true and accurate contact information on Licensee Contact Info section of Broker’s website.

4. BROKER AND LICENSEE RELATIONSHIP

4.1. Company and licensee are independent contracting parties and this agreement does not constitute an employment agreement by either party and shall not be construed as a partnership. Broker shall not be liable for any obligation, injury, disability or liability incurred by licensee. It is expressly understood by Broker and Licensee that no employment relationships exist between Broker and Licensee.

Broker initials _____

Agent initials _____



4.2. Licensee assumes and agrees to perform no other activities in association with the Company, except to solicit and obtain listings and sales of property for the parties mutual benefit, and to do so in accordance with **FREC** guidelines and requirements and with the ethical and professional standards as required.

4.3. Company shall not limit licensee's activities to geographical areas, or the manner in which services are to be performed, with regard to hours, schedule, inventory, vacation or similar activities, except to the extent required by all applicable laws, policies, and procedures.

4.4. All listings of property, and all agreements, acts or actions for performance of licensed acts by Licensee, which are taken or performed in connection with this Agreement, shall be taken and performed in the name of the Brokerage. Licensee agrees and does hereby contribute all right and title to such listings to the Company for the benefit and use of the Company, licensee and other licensees of the Company. Licensee agrees to provide Broker copies of all documents used in the closing of a transaction and all related documentation, including, but not limited to, Purchase and Sale agreements, Listing agreements, Closing statements and Client information data.

4.5. Licensee may take his/her listing with him/her upon termination of this agreement given Licensee is in good standing with the Company and has no open escrows or pending closings.

4.6. Representation or promise made by Licensee on behalf of Company without a written authorization from Broker, shall not bind Broker and shall be regarded as an unauthorized act by Licensee.

4.7. Licensee is considered to be an Independent Contractor for tax purposes and will be responsible for all tax issues at the end of each calendar year. Broker will issue an IRS Form 1099 to licensee regardless if whether Broker was issued one on behalf of a transaction licensee was involved in. Company does not withhold taxes or Social Security contributions from Licensee's compensation. Payment of taxes and Social Security contributions are Licensee's sole responsibility. Licensee is considered an independent contractor and company does not provide unemployment insurance or other employment benefits.

5. BUSINESS EXPENSES

Broker shall not be liable to licensee for any direct or indirect expenses incurred by licensee or for any of its acts. Licensee agrees to provide and pay for all necessary professional licenses and dues. Licensee understands and agrees that the Company shall not pay for any travel expenses, office space, place of business, communication charges, supplies, advertisements, marketing

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materials and that licensee is responsible for conducting business at its own costs, if any. Broker shall not be liable to reimburse licensee for any expenses.

6. LICENSED ACTIVITY

Licensee shall be familiar with, and comply with all applicable laws, policies, and procedures, including, but not limited to anti-discrimination laws and restrictions against the giving or accepting a fee, or other things of value, for the referral of business to title companies, escrow companies, home inspection companies, pest control companies, lenders and other settlement service providers pursuant to the applicable laws of the State of Florida and the Real Estate Settlement Procedures Acts (RESPA).

7. COMPENSATION / COMMISSION

7.1 Compensation shall be charged to the parties who enter into listing or other agreements for services requiring a real estate license. Licensee may use its own discretion regarding what commission fee to charge its clients for these services provided by licensee.

7.2 In no event shall Company or broker directors and employees be personally liable to licensee for licensee's share of commissions not collected, nor shall licensee be entitled to any advance or payment from Company upon future commissions. Licensee's only remuneration being a licensee's share of the commission paid by the party or parties for whom the service was performed. Nor shall licensee be personally liable to Company for any commission not collected. Licensee shall be responsible for any previously earned sales commission reimbursement, rebate, or refund that may be ordered by a Court of Law or by a professional Arbitration or Mediation Panel, for any reason.

7.3 All compensation due to Licensee, shall be paid by the Company after successful closing, unless otherwise expressed in this agreement. In case of a known or pending claim against Broker or Licensee on transactions for which Licensee has yet to be paid, Broker may withhold such payment of amounts on which Licensee could be responsible for under the terms of this agreements, until such claim is resolved. Licensee is not entitled to any advance payment by Broker on behalf of future compensation.

7.4 Licensee shall be paid via ACH payment or wire transfer if paid directly through the Company.

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8. COMMISSION PAYMENT DELAYS and HUD HOMES:

In the event the title company delays payment, especially with HUD homes, it may result in delay of payment to Licensee.

9. BROKERAGE COMPENSATION UPON HIRE OR AFTER TERMINATION:

9.1. Company charges a monthly brokerage dues with various options available. Licensee elects to enroll in: (choose one of the following by placing initials on the line)

1. _____ **Basic Agent Plan:** \$199 monthly. With the exception of leads and referrals, agents are charged with 0% commission split after the first three closings. Initial 3 transaction are charged a 30% commission fee. \$450 transaction fee due to Company for each transaction closed with licensee. Plan includes website and CRM, and limited access to Follow Me U courses.
2. _____ **Total Agent Care:** \$399 monthly, 50% commission split, \$250 fee due to Company for each transaction closed with licensee. Total Agent Care includes weekly Broker mentorship by phone and video chat, VIP access to Follow Me U courses, Website and CRM with leads capture, marketing materials including business cards, listing presentation and buyer consultation packet, full listing and marketing assistance, confirmed listing appointment leads, and transaction assistant during closing. **This plan is only available upon Broker approval.**

Payments may be made on the link given once the proper payment plan is chosen under the Agent Login “signup” option.

9.2 Other fees may include:

- Agent referral fees upon a successful closing
- Lead/ referral splits
- Additional a la carte services

9.3 Upon termination of this agreement, payments under this section shall cease; provided, however, that so long as licensee is not in default of any provision of this Agreement, licensee shall be entitled to commission payments for periods or partial periods that occurred prior to the date of termination and for which licensee has not yet been paid. Please notify Company of your intention to leave Follow Me Realty by giving notice via email to agentsupport@followmerealty.me, to cease payments of the monthly brokerage dues. Allow 24

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hours to receive the request for a cancellation confirmation. Refund requests are not guaranteed to be honored if Licensee did not cancel prior to monthly recurring payment has been processed.

10. PROPERTY MANAGEMENT

Property management is not allowed. The conduct of property management related actions by Licensee is strictly prohibited, including but not limited to showing rental properties for a lease up fee, providing absentee owners with leasing agreements or any services related to property management and tenant only services. Such actions may and will result in real estate license suspension or revocation and a possible lawsuit. You manage your own investment properties separate from the Company.

11. AUTOMOBILE INSURANCE:

Licensee shall, at all times, maintain automobile insurance coverage for liability and property damage in the amounts of \$100,000 / \$300,000. Broker shall be indemnified and held harmless against any claims or demands resulting from any automobile accident of licensee or as a result of licensee's default in this paragraph.

12. EARNEST MONEY DEPOSITS:

Broker does NOT maintain a trust fund account. Earnest money deposits shall never ever be touched or deposited by licensee. Licensee should notify closing immediately to arrange for any earnest money deposits needing to be picked up or delivered and submitted on behalf of the client and Inform Broker of such earnest money deposit. Licensee shall not ever accept ANY funds from clients nor receive ANY cash payments from clients. All trust funds shall be handled in compliance with the Business and Professions Code, and other applicable laws.

13. BPO CHECKS

BPO checks are subject to commission and deduction as described in paragraphs 7 above.

14. FICTITIOUS BUSINESS NAMES AND LOGOS

While affiliated with Broker, licensee shall use Broker's name "Follow Me Realty" and distinctive logo on Licensee's business cards, advertising, signage, stationery, websites, and/or any other marketing materials, unless otherwise agreed to. Licensee agrees that Broker retains exclusive rights to the "Follow Me Realty" and "FollowMeRealty.me" logo and graphics. Licensee agrees to discontinue the use of The Follow Me Realty trademark logo and graphics immediately upon the termination of this Agreement.

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15. ADVERTISING AND SOLICITATIONS

Unless produced directly using Broker's online system, all advertising done by licensee must receive prior written approval of Broker. NO TELEPHONE SOLICITATION IS ALLOWED by licensee to people who have registered their telephone numbers on a national do-not-call registry. Broker is not liable or responsible for any advertising done by licensee on its behalf and licensee agrees to hold Broker harmless of any costs, damages, legal or otherwise, specifically arising as a result of licensee's failure to comply with this.

16. LIABILITY AND HOLD HARMLESS:

In addition to all other legal or equitable remedies of Broker, licensee shall indemnify and hold Broker and its owner(s), managers, affiliates, shareholders, directors, officers, agents, employees, successors, and assigns harmless from and against and shall reimburse the same with respect to any and all losses, damages, demands, claims, liabilities, costs, and expenses, including reasonable attorney fees (collective "Losses"), incurred by reason of or arising out of or in connection with any fraud or misrepresentation of licensee, including, but not limited to, licensee's misrepresentation of its relationship with Broker to any third party or any action by licensee taken or omitted pursuant to this Agreement. Any such claims or costs payable pursuant to this Agreement are due to be paid in full by licensee, who hereby agrees to indemnify and hold harmless Broker or manager for all such sums.

17. INJURIES TO LICENSEE

Licensee acknowledges and agrees that Broker does not provide worker's compensation insurance for licensee as the licensee is an independent contractor. It is licensee's obligation to obtain appropriate insurance coverage for the benefit of licensee and its employees, if any, for any injuries. Licensee and its employees waive any rights to recovery from Broker for any injuries that licensee and/or its employees may sustain while performing services under this Agreement.

18. LICENSEE'S EMPLOYEES

Licensee's employees, if any, who perform services for Broker under this Agreement shall also be bound by the provision of this Agreement. Licensee's responsibilities include advising its employees of the relationship between Licensee and Broker and the terms of this Agreement. Licensee is responsible for supervising Licensee employee's activities to ensure their compliance with all of the Agreement terms. At the request of Broker, licensee shall provide evidence that such persons are licensee's employees and are bound by the provisions of this Agreement.

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19. WORKING PLACE

Broker does not provide a physical office space or other form of working space for the licensee at this time. Licensee may work from home, personal office, coworking space, vehicle or any other places of licensee's choice. However, licensee is responsible to store all transaction documents in a safe place with a lock and be able to present them at the Broker's request within 24 hours. Licensee must be accessible by phone, fax, e-mail and postal mail at the numbers and addresses provided to Broker by Licensee, and respond to voicemails within a maximum time frame of 24 hours.

20. ACTIVITY REPORTING

Licensee is required to report all his/her real estate related activities to the Broker within 48 hours of their occurrence creating a new transaction with Company's transaction management system. Real estate activities include listing agreements, newly opened escrows (accepted purchase agreements), earnest money deposits deposited, closings, cancelled and expired agreements, renewed agreements, referral fee agreements and/or any other business contract or arrangement involving an licensee and his/her client. Will be notified of the proper channels to submit a new file and the agent policy handbook.

21. E & O INSURANCE

Our Company's E&O insurance covers all transactions made by the Company. Agents are responsible for the deductible on any transaction brokered through Broker that result in a lawsuit or claim. Such deductible may be as high as \$5000.

22. BOARD OF REALTORS AND MLS MEMBERSHIPS

Broker is a member of various boards of REALTORS. Licensee hereby acknowledges unless already member in a local board of REALTORS, Licensee shall join such board within 30 days of signing this agreement. All related costs shall be paid by Licensee.

Licensee agrees to reimburse Broker for any cost incurred to Broker by any Board of REALTORS or MLS for Licensee's actions or lack of actions or failure to join such Board of realtors or MLS.

23. ACCESS TO MOBILE PHONE

Broker may offer Licensees proprietary software. Licensee hereby authorizes Broker to access and store his mobile phone contacts, information and location based services for the purpose of appropriate usage Broker's software and mobile app by Licensee.

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24. LITIGATION AND CLAIMS HANDLING

You are required to:

1. Promptly notify Follow Me Realty of any claim or potential claim made against you and or the Company, including any demand received by you for money or services alleging a negligent act or omission; any notification of the commencement of a Lawsuit, arbitration or mediation process; or any written or verbal notice or threat that anyone intends to hold you and/or the company responsible for any alleged wrongdoing.
2. Cooperate with the Company in the defense of the claim.
3. Promptly pay to the Company any amounts due here upon notice to you from the company in regards of such claim or lawsuit.
4. The Company has the right to make all decisions concerning the defense of the claim, including choice of counsel. In the event you object to any decision made by the company, you may obtain your own attorney at your own expense; however, you shall not be relieved from the obligation to pay your portion of the cost of the claim as set forth herein.
5. Except as provided below, the cost of the defense of the claim, or to defend or protect against any potential or possible claim where the company or you are not involved as a party, including attorney's fees, and the cost of any settlement or a judgment (collectively the "costs of defense"), shall be allocated between the company and you in the same percentages as per your Independent Contractor Agreement or prospective transaction that led to the claim, whether or not the transaction actually closed.
6. You will be responsible for all costs of a claim if you fail to follow any law, regulation or company policy as set forth in this policy manual, and that failure results in a judgment or other final adjudication based on that failure.
7. You will be solely responsible, and shall reimburse the company, for all the company's costs of defense if a judgment or other final adjudication on any claim adverse to the company and/or you establishes that dishonest, fraudulent, criminal, or malicious acts, errors or omissions were committed or results in a finding of intentional tort, slander, defamation or any conduct which leads to the imposition of punitive, exemplary or multiple damages, or fines or penalties, or establishes discrimination on the basis of race, creed, religion, ethnic background, national origin, age, sex, handicap, familial status, physical disability, sexual preference, or any other unlawful classification.

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25. LOCKBOXES AND SIGNS

Licensee is responsible for ordering, purchasing and handling signs and lockboxes with the exception of agents on the total agent care plan. Licensee should use only known and reliable vendors. Broker may provide licensee with easy ordering tools directly from Licensee's Realtor Board Association.

26. LOAN MODIFICATIONS

Broker does not allow Licensees to engage in loan modifications and such activity is not covered by Broker's E&O insurance policy.

27. TAX REPORTING

Licensees are urged to maintain accurate records of all their earnings and expenses and provide them to the Internal Revenue Service at the end of each year as required by law. Licensees are advised to obtain a professional tax advice regarding these matters.

28. REFERRAL TRANSACTIONS

Licensees are charged a \$250 for any referral transactions.

29. OWNERSHIP INTEREST

Any property purchase or for the licensee's own personal interest or listed with agent ownership interest must be notified with the proper documentation (AA Ownership Interest Addenda) in Dotloop. Licensee is to follow the same protocol for notifying of a new purchase or listing, and will be charged the transaction fee appropriate to their plan with the Company.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and fully supersedes any and all prior understandings, representations, warranties or agreements pertaining to the subject matter of this Agreement. No oral agreements, understandings or representations shall change, modify or amend any part of this Agreement. Any changes, modifications, or amendments of this Agreement must be executed by all Parties in writing. Furthermore, Licensee acknowledges reading Agent Policy Handbook and fully understands his/her obligation to fully comply with Agent Policy Handbook.

APPLICABLE LAW

This Agreement shall be subject to and governed by the laws of the State of Florida, without regard or reference to its conflict of laws principles.

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TERMINATION OF AGREEMENT

This Agreement may be terminated by either party, at any time, with or without cause upon written notice given to the other party. Even after termination, this Agreement shall govern all disputes and claims between Broker and licensee connected with their relationship under this Agreement, including obligations and liabilities arising from existing and completed listings, transactions, and services.

DISPUTE RESOLUTION

All disputes or claims between licensee and other licensee(s) associated with Broker or manager, or between licensee and Broker or manager, arising from or connected in any way with this Agreement, which cannot be adjusted directly between the parties involved, or by mediation, shall be submitted to the Florida Real Estate Commission and Florida Association of REALTORS® for arbitration pursuant to the provisions of its Bylaws, as may be amended from time to time, which are incorporated as a part of this Agreement by reference. If the Bylaws of the Association do not cover arbitration of the dispute, or if the Commission or Association declines jurisdiction over the dispute, then arbitration shall be pursuant to the rules of law in the state in which the licensee is licensed in. The Federal Arbitration Act, Title 9, U.S. Code, Section 1, et seq., shall govern this Agreement.

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Acknowledgement:

Licensee hereby acknowledges reading and understanding this Agreement and Agent Policy Handbook in its entirety and agrees to abide, comply and respect the provisions set forth by this Agreement.

A copy of the handbook has been sent to you. Please review it in its entirety before signing the agreement. A copy of the agreement will be sent to you once all paperwork is signed, including the W9.

I, _____ of Follow Me Realty, Inc. hereby acknowledge I have read, fully understood and agree to abide this policy.

_____ Licensee Name

_____ License Number

_____ Broker of Follow Me Realty, Inc.

Broker initials _____

Agent initials _____