

Quicksilver Real Estate Group, Inc.			("Broker"	
is licensed as a real estate broker in the State of Florida and performs acts designated within Chapter 475, Florida Statutes, er goodwill and a reputation for dealing with the public, and maintains an office for the purpose of serving the public as a real esbroker.				
			("Associate"	
is licensed as a □ sales associate (license nu (license number BK) ir) □ broker associate I is properly qualified to deal with the publ	,	
Effective the day of the following terms and conditions.	_, ("effective date	e"), Broker and Associate agree to associ	siate pursuant to	

- 1. Employment Status. Broker retains Associate as an independent contractor to assist Broker in the performance of real estate-related activities. With respect to the clients and customers for whom service is performed within the scope of this Agreement, Associate will be construed to be an agent of Broker; otherwise, Associate will not be deemed a servant, employee, joint venturer or partner of Broker for any purpose. Associate will not be treated as an employee for Federal tax purposes with respect to the services performed for Broker under this Agreement. Associate is responsible for paying his/her own estimated income tax payments, self-employment taxes, occupational taxes and other taxes, if any, to the appropriate governmental entities. Broker will not withhold any taxes from compensation due to Associate, nor will Broker provide worker's compensation insurance for Associate.
- 2. Associate Responsibilities. Associate will use his/ her best efforts to procure real estate-related business for **Broker** and will conduct his/her business in a reputable manner and in conformance with all laws, rules, regulations and codes of ethics that are binding upon or applicable to real estate licensees, and with **Broker's** office policy manual, if any.
 - A. Compliance. Associate recognizes and acknowledges the obligation to keep abreast of all legal and other issues that affect the real estate industry as they may change from time to time. Associate will not commit any act that violates Florida real estate license law.
 - (1) Fair Housing. Broker and Broker's company support and practice Fair Housing principles. Associate has been advised that failure to comply with Fair Housing principles will result in appropriate disciplinary action and possible termination of this Agreement. Associate warrants and represents that it is Associate's intent to attend Fair Housing instructional programs, keep current on developments in Fair Housing as it affects real estate marketing and sales, and comply with the Fair Housing laws and regulations. Associate understands this acknowledgment, warranty and representation and agrees to it voluntarily.
 - (2) Office Policy Manual. Broker maintains does not maintain an office policy manual. Associate has received a copy, and agrees to comply with the manual and such modifications, addenda and changes as may be incorporated therein from time to time.
 - B. License Renewal; Continuing Education; Dues. Associate will be responsible for timely renewing Associate's real estate license and for completing all legally required continuing education in a timely manner and maintaining the records that evidence such completion as required by the Florida Real Estate Commission. Associate will be responsible for paying all license fees, membership dues and fines.
 - C. Broker Supervision. Associate will be deemed to be working under Broker's supervision only to the extent required by Chapter 475, Florida Statutes. Associate will perform all activities, including those activities Broker requires Associate to perform, independently without Broker's supervision or control.
 - D. Broker Property. Associate acknowledges that all pending sales and listings taken during the term of this Agreement are Broker's property. All programs, forms, data, keys, manuals, signs and other paraphernalia relative to the business of Broker are Broker's property, as are all documents and other items pertaining to transactions.
 - **E. Property of Others.** In accordance with Florida law, **Associate** will deliver to **Broker** by the end of the next business day following receipt any funds or other items that a consumer has entrusted to **Associate** in connection with a real estate transaction.
 - F. Responsibility. Broker will not be liable to Associate for any expenses incurred by Associate nor for any of Associate's acts. Associate will have no authority to bind Broker by any promise or representation, oral or otherwise, unless specifically authorized in writing in a particular transaction. Suits, whether for fees or otherwise, against clients, customers and others in the real estate business will be maintained only in Broker's name. Associate is responsible for providing all tools necessary to perform the duties outlined. Associate will also be responsible for providing Associate's own automobile and is responsible for transportation expenses including insurance in the minimum coverage amount of

Broker (_) and Sales Associate () acknowledge receipt of a copy of this page	, which is Page 1 of 3 Pages.
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\$ 100,000.00 for personal injury protection liability and insurance in the minimum coverage amount of \$ 500,000.00 for bodily injury liability and insurance in the minimum coverage amount of \$ 100,000.00 for property damage liability and other expenses incidental to performing Associate's duties without receiving any reimbursement from Broker. Broker will be named as an additional insured in all such policies. G. Indemnification. Associate will indemnify and hold Broker, its officers, directors and employees harmless from all claims, demands, suits, costs and expenses, including reasonable attorneys' fees at all levels, of whatever nature and description to the extent based on Associate's representations; acts; omissions; negligence; willful misconduct; or violation of laws, rules, regulations, codes of ethics, this Agreement or office policy manual.
3. Broker Responsibilities.
 A. Access to Listings. Broker will provide Associate with access to all current listings of Broker and listings made available to Broker through offers of cooperation, except those listings that Broker, in his/her/its discretion places exclusively in the possession of another sales associate. B. Access to Facilities. Associate may utilize Broker's then existing office facilities for the performance of Associate's duties as described above. C. Compensation. Broker will negotiate all terms and conditions of fees charged clients including but not limited to, the amount and payment date. Broker will compensate Associate in proportion to Associate's output with regard to real estate-related activities and not to hours worked by Associate. Such compensation will be solely through commissions
as described below or in Broker's office policy manual, if any. In the event of conflict between Broker's office policy manual and this Agreement, the terms of the office policy manual will prevail. Broker may deduct from Associate's
compensation any amounts due from Associate to Broker.
(1) Amount; Payment. When Associate performs any Brokerage service for Broker and Broker earns and collects a fee for such service, Broker will pay Associate within _5_ days after the funds are collected and have cleared:
% of the fee as commission for
(2) Dividing Compensation With Other Licensees. If two or more associates participate in rendering a brokerage service to the public, or claim to have done so, Broker will determine, in Broker's sole and absolute discretion, the amount of the fee due Associate.
(3) Incentives. If a seller or listing office offers a premium, bonus or other incentive, if such premium, incentive or
bonus is in the form of money, then see above
If such incentive is other than money (i.e., a cruise, trip, or other matter having economic value but not delivered in money), then such premium, bonus or incentive will go to Broker Associate. If a nonmonetary incentive goes to Associate, Broker will report the fair market value of the incentive as income to Associate, as Broker must collect and deliver the incentive to Associate to preserve the respective legal positions of the parties. (4) Benefits. Associate will be provided no minimum salary, vacation pay, sick leave or any other fringe benefit. (5) Collection of Fees. Broker will not be required to prosecute or sue any party in order to collect any fee for services performed by Associate. However, if Broker incurs attorneys fees and costs in the collection of or attempt to collect a fee, such amounts will be deducted from Associate's commission in the same proportion as provided for herein in the division of the fee. (6) Compensation After Termination of Agreement. After termination of this Agreement, Broker will pay Associate
any amount earned prior to termination less amounts owed to Broker and amounts Broker must pay another
licensee to complete pending transactions for which Associate was responsible prior to termination.
4. Errors and Omissions Insurance. ☑ Broker maintains Errors & Omission insurance which coverage includes Associate. ☐ Associate will pay a portion of Errors & Omission coverage, as follows: n/a
5. Term; Termination. This Agreement will be in effect for _n/a_ year(s) from the effective date. Either party may terminate this Agreement by _n/a_ days' advance written notice to the other party. Broker may terminate this Agreement without notice for wrongful conduct by Associate. Failure by either party to maintain active licensure status pursuant to Chapter 475, Florida Statutes, will be deemed automatic termination. Associate will not, after termination of this Agreement, use to his/her own advantage, or to the advantage of any other person or entity, any information gained from the business of the Broker relating to property for sale, lease or rental, or Broker's customers or clients. Upon termination of this Agreement, Associate will return all Broker's property to Broker with no copies made or retained by Associate.
Broker () and Sales Associate () acknowledge receipt of a copy of this page, which is Page 2 of 3 Pages.
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6. Confidentiality. Associate acknowledges that Broker may disclose confidential information to Associate during the course of this Agreement. Any such information that is or should be reasonably understood to be confidential or proprietary to Broker, including mailing lists, customer and client lists, sales, costs, unpublished financial information, product and business plans, projections, marketing data, computer data, computer programs and supporting documentation, and Broker's office policy manual, if any, are considered confidential property of Broker. Associate will take reasonable steps and use due care during the term of this Agreement and for24 months after its termination to prevent the duplication or disclosure of confidential information, other than by or to Broker's employees or agents who must have access to the information to perform their duties for Broker.
7. Dispute Resolution: This Agreement will be construed under Florida law. All disputes between Associate and another associate in Broker's firm will be resolved by Broker. All disputes between Broker and Associate will be mediated under the rules of the American Arbitration Association or other mediator agreed upon by the parties. The parties will equally divide the mediation fee, if any. In any litigation between Broker and Associate, the prevailing party will be entitled to recover reasonable attorneys' fees and costs at all levels, unless the following box is checked: Arbitration: Any dispute not resolved by mediation will be settled by neutral binding arbitration in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration or litigation (including appeals and interpleaders) will pay its own fees, costs and expenses, including attorneys' fees at all levels, and will equally split the arbitrators' fees and administrative fees of arbitration.
8. Additional Terms.
Quicksilver Real Estate Group, Inc.
Brokerage Name
BY:
Broker Associate
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REALION STANDARD