



Kentucky Real Estate Agent/Associate Contract

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of the _____ day of _____, 20____, between Gant Hill & Associates, LLC ("the Broker") and _____ ("the Agent").

1. **BROKER:** Broker represents that Broker is duly licensed as a real estate broker by the State of Kentucky, doing business as Gant Hill & Associates, LLC, a sole proprietorship. Broker is a member of the Greater Louisville Association of Realtors, and a subscriber to the Multiple Listing Service and the Commercial Information Exchange. Broker shall keep Broker's license current during the term of this Agreement.
2. **AGENT:** Agent represents that: (i) he/she is duly licensed by the State of Kentucky as a real estate broker, real estate salesperson, and (ii) he/she has not used any other names within the past five years, except_____. Agent shall keep his/her license current during the term of this Agreement, including maintaining his/her Greater Louisville Association of Realtors membership and satisfying all applicable Local, State, & National continuing education and provisional license requirements. Agent must disclose to Broker in writing within 3 days of the issuance any additional licenses he/she hold in other states as well as the affiliated brokerage which holds his/her license.
3. **Independent Agent:** Subject to the terms and conditions of this Agreement, the Broker hereby engages the Agent as an independent Agent to perform the services set forth herein, and the Agent hereby accepts such engagement.
 - a. Broker shall not: **(i)** restrict Agent's activities to particular geographical areas, or **(ii)** dictate Agent's activities with regard to hours, leads, open houses, opportunity or floor time, production, prospects, sales meetings, schedule, inventory, time off, vacation, or similar activities, except to the extent required by law. Agent shall not be required to accept an assignment by Broker to service any particular current or prospective listing or parties.
 - b. Except as required by law or this contract: **(i)** Agent retains sole and absolute discretion and judgment in the methods, techniques, and procedures to be used in soliciting and obtaining listings, sales, exchanges, leases, rentals, or other transactions, and in carrying out Agent's selling and soliciting activities; **(ii)** Agent is under the control of Broker as to the results of Agent's work only, and not as to the means by which those results are accomplished; **(iii)** Agent has no authority to bind Broker by any promise or representation outside of any written agreement; and **(iv)** Broker shall not be liable for any obligation or liability incurred by Agent.
 - c. This Agreement shall not render the Agent an employee, partner, agent of, or joint venturer with the Broker for any purpose. The Agent is and will remain an independent Agent in his or her relationship to the Broker. The Broker shall not be responsible for withholding taxes with respect to the Agent's compensation hereunder. The Agent shall have no claim against the Broker hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
4. **Duties, Term, and Compensation:** The Agent's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the estimate previously provided to the Broker by the Agent and which is attached as **Exhibit A**, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Agent and agreed to by the Broker, and which collectively are hereby incorporated by reference.

5. **SUPERVISION:** Agent, within 48 hours after preparing, signing, or receiving same, shall submit to Broker, or Broker's designated licensee: **(i)** all documents which may have a material effect upon the rights and duties of principals in a transaction, **(ii)** any documents or other items connected with a transaction pursuant to this Agreement in the possession of or available to Agent; and **(iii)** all documents associated with any real estate transaction in which Agent is a principal.
6. **PARTNERS, TEAMS, AND AGREEMENTS WITH OTHER ASSOCIATE-LICENSEES IN OFFICE:** If Agent and one or more other Agent affiliated with Broker participate on the same side (either listing or selling) of a transaction, the commission allocated to their combined activities shall be divided by Broker and paid to them according to their written agreement. Broker may only withhold compensation until dispute is resolved or a written agreement is provided to Broker.
7. **PERSONAL ASSISTANTS:** Agent may make use of a personal assistant, provided the following requirements are satisfied. Agent shall have a written agreement with the personal assistant which establishes the terms and responsibilities of the parties to the employment agreement, co-working agreement or contract labor agreement including, but not limited to, compensation, supervision and compliance with applicable law. The agreement shall be subject to Broker's review and approval. Unless otherwise agreed in writing by all parties involved, if the personal assistant has a real estate license, that license must be held by the Broker. Agent and Personal Assistant reserve the right to draft their own agreement. Broker may review and any changes must be agreed upon by all parties.
8. **EXPENSES AND OFFSETS:** If Broker elects to advance funds to pay expenses or liabilities of Agent, or for an advance payment of, or draw upon, future compensation, Broker may deduct the full amount advanced from compensation payable to Agent on any transaction without notice. If Agent's compensation is subject to a lien, garnishment or other restriction on payment, Broker shall charge Agent a reasonable fee for complying with such restriction.
9. **PAYMENT:** **(i)** All compensation collected by Broker and due to Agent shall be paid to Agent, after deduction of expenses and offsets as agreed upon and referenced in this contract immediately or as soon thereafter as practicable, except as otherwise provided in this Agreement, or a separate written agreement between Broker and Agent. **(ii)** Compensation shall not be paid to Agent until both the transaction and file are complete. Agent to supply all documents as required by the Skyslope checklist for the corresponding listing/transaction including, but not limited to, every document that has a client's signature and all documents that are required by local, state, federal laws as well as our local real estate board. **(iii)** Broker is under no obligation to pursue collection of compensation from any person or entity responsible for payment. Agent does not have the independent right to pursue collection of compensation for activities which require a real estate license which were done in the name of Broker. **(iv)** Expenses which are incurred in the attempt to collect compensation shall be paid by Broker and Agent in the same proportion as set forth for the division of compensation as noted in this contract. **(v)** If there is a known or pending claim against Broker or Agent on transactions for which Agent has not yet been paid, Broker may withhold from compensation due Agent on that transaction amounts for which Agent could be responsible until such claim is resolved. **(vi)** Agent shall not be entitled to any advance payment from Broker upon future compensation.
10. **Confidentiality:** The Agent acknowledges that during the engagement [he or she] will have access to and become acquainted with various trade secrets, innovations, processes, information, records and specifications owned or licensed by the Broker and/or used by the Broker in connection with the operation of its business including, without limitation, the Broker's business and product processes, methods, customer lists, accounts and procedures. The Agent agrees that [he or she] will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Broker. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Broker, whether prepared by the Agent or otherwise coming into his or her possession, shall remain the exclusive property of the Broker. Agent reserves the right to retain any copies of

any items that they produce during their tenure at Gant Hill & Associates, LLC inclusive of, but not limited to files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative artwork, notebooks, and similar items relating to that listing or sale. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Broker, the Agent shall immediately deliver to the Broker all such files, records, documents, specifications, information, and other items in his or her possession or under his or her control. The Agent further agrees that he or she will not disclose the terms of this Agreement to any person without the prior written consent of the Broker and shall at all times preserve the confidential nature of his or her relationship to the Broker and of the services hereunder.

11. INDEMNITY AND HOLD HARMLESS; NOTICE OF CLAIMS:

- a. Regarding any action taken or omitted by Agent, or others working through, or on behalf of Agent in connection with services rendered or to be rendered pursuant to this Agreement: (i) Agent agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, awards, costs and attorney's fees, arising therefrom and (ii) Agent shall immediately notify Broker if Agent is served with or becomes aware of a lawsuit or claim regarding any such action.
- b. Any such claims or costs payable pursuant to this Agreement, shall be paid in full by Agent, who hereby agrees to indemnify and hold harmless Broker for all such sums. Payment from Agent is due at the time Broker makes such payment and can be offset from any compensation due Agent as above. Broker retains the authority to settle claims or disputes as applicable by local, state, and federal law abiding by all Realtor rules and regulations. Broker will make their best efforts to work with the approval of Agents insurance carrier, whether or not Agent consents to such settlement.

12. Conflicts of Interest; Non-hire Provision: The Agent represents that he or she is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the Agent and any third party. Further, the Agent, in rendering his or her duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which he or she does not have a proprietary interest. During the term of this agreement, the Agent shall devote as much of his or her productive time, energy and abilities to the performance of his or her duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Agent is expressly free to perform services for other parties while performing services for the Broker.

13. TERMINATION OF RELATIONSHIP: Broker or Agent may terminate their relationship under this Agreement at any time, with or without cause.

14. Pending Listings or Transactions Upon Termination: If this Agreement is terminated while Agent has listings or pending transactions that require further work, the Broker may make arrangement with another affiliated licensee to perform the required work on the listings or pending transactions or the Broker shall perform the work. The licensee performing the work shall be reasonably compensated for completing work on those listings or transactions, and such reasonable compensation shall be deducted from the Agent's share of compensation, unless otherwise agreed upon by the Broker, Agent, and all applicable Clients in writing. "Reasonably compensated" shall be defined, in writing, and agreed upon prior to the original listing agent or transaction agent leaving.

15. Insurance: The Agent will carry general liability, auto insurance for business purposes and errors and omissions insurance (including malpractice insurance, if warranted) relative to any service that he or she performs for the Broker.

16. Successors and Assigns: All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

17. Choice of Law: The laws of the state of Kentucky shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

18. Arbitration: Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Kentucky in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

19. **Headings:** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
20. **Waiver:** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
21. **Assignment:** The Agent shall not assign any of his or her rights under this Agreement, or delegate the performance of any of his or her duties hereunder, without the prior written consent of the Broker.
22. **Notices:** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:
- a. If to the Agent:

- b. If to the Broker:

Gant Hill & Associates, LLC
10300 Linn Station Rd Ste 300
Louisville, KY 40223

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

23. **Modification or Amendment:** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
24. **Entire Understanding:** This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
25. **Unenforceability of Provisions:** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Gant Hill, President & Principal Broker of Gant Hill & Associates, LLC

By: _____ Date/Time: _____ a.m./p.m.

Real Estate Salesperson/Real Estate Broker

By: _____ Date/Time: _____ a.m./p.m.

EXHIBIT A: AGENT & BROKERAGE DUTIES, TERM, AND COMPENSATION

DUTIES: The Agent shall proceed diligently, loyally, legally and with best efforts to sell, trade, lease, manage, or rent all real estate exclusively listed with the Broker and assigned to the Agent. The Agent shall provide exemplary service to all GHA clients while upholding the Gant Hill & Associates brand and maintaining good working relationships with other Agents and Brokers. [He or she] will report directly to Gant Hill and to any other party designated by Gant Hill in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the Broker and agreed to by the Agent.

ETHICS: The Agent shall conduct business and regulate habits and working hours in order to promote the goodwill, business, profits, and reputation of Broker and Agent, and Broker and Agent agree to obey all applicable laws, rules, and regulations. Agent agrees to abide by the Realtor Code of Ethics.

COMMISSION SPLITS/COMPENSATION: If the Agent obtains a Listing Agreement or Buyer's Agreement and subsequently earns a commission as a result of that agreement, the Agent and the Broker will share the commission as follows:

- Eighty percent (80%) of the total commission received by Broker for each transaction shall be paid to the Agent and the remaining Twenty percent (20%) of the total commission received shall be paid to the Broker. Starting on each January 1st and running through December 31st of the same calendar year, once the Agent has paid \$15,000 in commissions to the Broker the split shall be increased to Ninety percent (90%) of the total commission received by the Broker for each transaction to be paid to the Agent, and the remaining Ten percent (10%) of the total commission received shall be paid to the Broker. Within that same calendar year once the Agent has paid \$30,000 in commissions to the Broker the split shall be increased further to Ninety Five percent (95%) of the total commission received by the Broker for each transaction to be paid to the Agent and the remaining Five percent (5%) of the total commission received shall be paid to the Broker. The tier commission splits shall reset annually on January 1st to the default 80% to the Agent and 20% to the Broker.
- Agent's that join Gant Hill & Associates, that have not completed a commercial or residential sale or purchase transaction as either the solo listing or selling agent within the last year, their first transaction with Gant Hill & Associates they complete the commission structure shall be altered to reflect that they shall be compensated at Fifty percent (50%) of the total commission received by Broker for the transaction shall be paid to the Agent, and the remaining Fifty percent (50%) of the total commission received shall be paid to the Broker, unless otherwise agreed upon by all parties in writing. Gant Hill & Associates staff shall work closely with the Agent during this first transaction to ensure the Agent learns proper techniques and processes, and to ensure the Client is provided excellent representation.
- A commission is any compensation, valuable consideration or promise thereof received by the Broker's company, including, but not limited to, receipt of an interest in a joint venture, partnership or other business entity. Agent further shall immediately deliver to Broker any and all funds received by Agent for real estate transactions for Broker to deposit. Commissions shall be paid once Agent has completed all of the duties as outlined in this agreement on a weekly or bi-weekly basis. Currently pay days are Monday & Thursday, but those are subject to change due to weather, illness, holidays or staffing adjustments. Should those days change the Office will email the Agents a notice of the change as soon as possible alerting them of the new temporary or permanent payment days and/or terms. Agents shall be paid, in full, not later than three (3) working business days of the commission check clearing the bank after the successful closing of the transaction. Agent is required to complete all the applicable duties and responsibilities as outlined in this contract prior to receiving payment. Gant Hill & Associates will make their best efforts to deposit all checks within one (1) working business day of receipt.

EARNEST MONEY DEPOSITS: All purchase agreements shall be accompanied by an earnest money deposit as agreed

upon in the purchase agreement. The Agent is responsible for ensuring the earnest money is collected and given to the appropriate Brokerage per the terms of the contract. The Broker's representative shall deposit into Broker's escrow account and at the Agent's request provide a copy of the cleared check to the Agent for his or her records. Should the earnest money need to be held in another Broker's account, the Agent shall ensure that the earnest money is received per the terms of the contract and provide a copy of the cleared check to Gant Hill & Associates within 24 hours of receipt from the outside Agent per the guidelines of the purchase contract. Agent shall immediately notify Broker, Clients and cooperating Agent in writing if the earnest money is not received or is denied by the bank.

USE OF FACILITIES: The Agent may share with other Agents or Brokers all the facilities in the office now maintained by Broker at 10300 Linn Station Rd Ste 300 in carrying out the terms of this Agreement. This includes shared use of the kitchen, printer/scanner, conference room and public office spaces. The Agent shall leave the facilities in the same condition or better in which they were found. Should an Agent be allowed use of a private office he or she should return it in the same or better condition in which he or she found it. Any semi or permanent changes to the office will only be allowed with prior written notice from the Broker or his assignee. Use of this office is strictly for real estate business associated with the Brokerage and such use should not impact the enjoyment of the office for other agents. The Broker reserves the right to change the location, size and/or use of the office space and does not guarantee private office space to Agents unless otherwise agreed upon by both the Agent and Broker in writing.

PRIVATE OFFICE: The use of the private office known as suite ____ is offered by the Broker to the Agent. The exclusive use of the suite is valued at a rate of _____ per month. Broker will evaluate on an annual basis Agent's contribution to the Brokerage to determine whether the Broker may charge a fee for future use of the suite. If it is determined that a fee shall be charged for continued use of the suite 30 days notice in writing will be provided by the Broker to the Agent.

PRINTER: The Agent may utilize the provided printer and scanner. The Broker shall provide to the Agent a print code and reserves the right to collect monthly for any printing charges should the Broker feel the use and costs are in excess of normal Agent use. Should the Broker decide to charge back fees for usage the cost for standard 8.5 x 11 inch color prints is \$.10 per page and the cost for black and white is \$.03 per page. The scanner is free for use. Should the Broker find evidence that the Agent caused damage to the unit that requires repair or replacement, the Broker reserves the right to charge the Agent for such repairs or replacement of the machine.

FORMS & DOCUMENTS: Agent agrees to use only those real estate forms authorized by Broker and allowed by local, state & federal law including but not limited to any form drafted by an attorney. Agent shall within 48 hours of listing a property or procuring a purchase contract, provide such documents to the Broker by inputting into the Broker's preferred software system, currently Skyslope. Commission payments will not be made to Agents who have not inputted all of the required information, such that shall be agreed upon in writing between agent and Broker.

LOADING LISTINGS & SKYSLOPE: Broker shall utilize staff to create and load as a draft all fully executed commercial and residential listings to the MLS & KCREA as allowed by GLAR standards during the work week (Monday through Friday 9am - 4pm) on a first come first serve basis. Once all required documents are received by the Broker from the Agent and the Agent has reviewed and approved the draft, the listing will be activated. It will be the responsibility of the Agent to keep staff apprised of any price adjustments or other changes to the listing including status updates in a timely manner. Agent agrees to hold the Broker harmless for any errors or omissions. Agent shall have the right to load their own listings and their own Skyslope with prior Broker approval.

SIGNAGE: Broker agrees to provide for Agent signage as appropriate per the listing and abiding by all COA, HOA or City bylaws, under the following guidelines:

- For residential listings:
 - List price up to \$350,000: Broker shall provide for Agent a white H frame with dual rider, a standard GHA center panel, agent rider and make accessible for sale and sale pending riders.
 - List price above \$350,000: Broker shall provide for Agent a white metal swing arm frame, a standard center panel, a standard GHA center panel, agent rider and make accessible for sale and sale pending

riders. Broker will have this sign installed and removed for the Agent with 3 days prior notice, weather dependent.

- For residential listings which do not allow for staked signs: Broker shall provide for Agent a coroplast or banner as allowed by the HOA or COA.
- Agent is responsible for the installation and return of all residential signs (considered a reimbursable expense) provided by the Broker within 3 days of sale, lease, or listing expiration. Broker has the right to charge Agent and/or reduce Agent's commission checks for any signs damaged beyond normal wear and tear, or missing signs.
- Should Agent desire custom riders, panels or signs, he or she may purchase such at his or her own expense, provided the Brokerage has approved in writing the layout, copy, and size.
- The Brokerage supplies open house and for sale pointers for the shared use of all Agents, however, the Brokerage cannot guarantee the availability of such signage so recommends that Agents speak to a representative of the Brokerage prior to need of the sign to reserve the needed signage. Agents must return the borrowed signs within 3 days of usage. Broker has the right to charge Agent and/or reduce Agent's commission checks for any signs damaged beyond normal wear and tear, or missing signs.
- For commercial listings: Broker agrees to provide for Agent a signage credit of \$250 to go towards the installation or creation of signage as appropriate per the listing and abiding by all COA, HOA or City bylaws, under the following guidelines (unless otherwise agreed upon in writing):
 - Both the Agent and Broker shall approve in writing the layout, placement and pricing prior to ordering.
 - Should the Agent desire custom signage the brokerage reserves the right to pass along the cost of such signage to the agent in part or whole as determined by both parties in writing.
 - If the total signage costs including installation, printing and removal exceed 5% of the total commissions earned for the transaction the Agent shall be responsible for any overages.
 - Agent is welcome to use their own vendor provide Gant Hill & Associates approves prior to creation and install to ensure quality and consistency with our brand.
 - When agent makes a signage request using the fully completed 'Sign Form', the proof will be delivered for review and approval within three (3) working business days.

PHOTOGRAPHY: Broker recommends all Agents utilize professional photography to market their properties. It is, however, at the Agent's discretion and budget as to whether or not a professional photographer is used based upon the price and the location of the listing. The cost of such services is the sole responsibility of the Agent.

BUSINESS CARDS: Broker agrees to design and provide to the Agent at no charge to the Agent 500 double sided, color business cards annually along with the card design file. It will be the Agent's responsibility to place any additional orders with GHA for business cards with the pre-approved business card design at the Agent's expense. If the Agent desires to utilize a different design or card style other than the pre-approved card, the Broker must approve in writing prior to the Agent ordering additional cards.

MARKETING: Broker must approve of all marketing pieces, websites, campaigns, signs, etc prior to the Agent publishing such marketing efforts, however, Broker will not reasonably withhold approval provided they are given two (2) working business days to review the marketing efforts. Agent must comply with all Local, State, and National rules and laws pertaining to marketing and branding efforts. Agent must comply with the wishes of the Client in all marketing efforts. All marketing efforts are the sole obligation and financial responsibility of the Agent unless otherwise agreed to in writing by the Broker and Agent.

TERM: This engagement shall commence upon execution of this Agreement and shall continue in full force until such time as one or both parties agree to terminate the contract.

REFERRAL AGREEMENTS: In case of a referral agreement made with another Brokerage, the referral amount shall be deducted from the total commission earned and the remaining amount shall be split between any applicable Agents and

the Brokerage as noted in this contract unless otherwise agreed upon by all parties in writing. If the referral agreement is made between Agents within the office then the referral amount shall be deducted from the total commission earned and the remaining amount shall be split between any applicable Agents and the Brokerage as noted in this contract unless otherwise agreed upon by all parties in writing. The Agent who received the referral commission shall be subject to all of the terms and conditions as expressed in his or her Agent contract.

PRIMARY RESIDENCE SALES: While Gant Hill & Associates holds the Agent's license, the Broker agrees to allow the Agent to list their primary personal residence for sale or purchase a personal primary residence without a Gant Hill & Associates Broker commission provided the Agent follows all applicable rules as outlined in this agreement. Any direct expenses to the Broker associated with the property in question shall be reimbursed prior to closing, including but not limited to property specific advertising, signage, etc.