

# Independent Contractor Agreement



Peet Realty Group, LLC (Company) and [agent name] (Agent), who is or will be licensed as a licensed sales agent with the Texas Real Estate Commission (TREC) hereby agrees to the following:

- Agent:** The Agent is an independent contractor and is not Company's employee. Company will not withhold or pay any amounts for the Company or owner of record including but not limited to the Federal Insurance Contributions Act ("FICA"), the Social Security Act, the Federal Unemployment Tax Act ("FUTA"), income tax withholding requirements, Texas Personal Income Tax Withholding ("PIT"), Unemployment Insurance taxes ("UI"), Disability Insurance ("SDI"), the Worker's Compensation Act ("WCA"), and all other applicable federal, state and local laws, rules and regulations.
- Term:** This agreement commences on [date] and continues until such time as either party terminates this agreement, with or without cause.
- License and Membership Status and Fees:** The agent is and shall remain licensed and in good standing with the Texas State Real Estate Commission, throughout the term of this agreement. Each party is responsible to pay all their respective license and membership fees. Company is a licensed real estate Broker in Texas. Company will maintain Broker's status active and in good standing at all times while this agreement is in effect. Agent asserts that there are no current TREC complaints or any TREC complaints in the past two (2) years and acknowledges that this status is a continuing requirement for this agreement.

Peet Realty Group will pay Agent a referral fee of 30% on the net commission earned following the closing of properties referred by Agent. Referral fees will be paid within 5 business days after funds are received from the distribution at closing. All referral fees are earned at closings. For a referral fee to be paid, the Agent must have an active TREC license on the date of a closing's settlement.

- Termination:** The Agent will retain all prospects upon termination for any reason.
- Indemnification:** The Agent indemnifies and hold harmless the Company from and against any and all liabilities, losses, damages, claims or causes of action, and any related expenses including reasonable attorneys' fees that are caused, directly or indirectly, by or as a result of the performance by the Agent, provided that nothing herein shall be construed to require the Agent to indemnify Broker from or against the gross negligent acts of Company or its employees. The Agent is not an employee and will indemnify and hold harmless the Company for any injuries or claims suffered by the Agent that would otherwise be subject to the Worker's Compensation Act.

