REAL ESTATE SALESMAN INDEPENDENT

CONTRACTOR AGREEMENT

This Agreement (the “Agreement”) is made and effective [DATE],

**BETWEEN: [AGENCY NAME]** (the "Agency"), a company organised and existing under the laws of the [STATE/PROVINCE] of [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

**AND: [YOUR COMPANY NAME]** (the "Salesman"), a company organised and existing under the laws of the [STATE/PROVINCE] of [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**RECITALS**

The Parties recite that:

1. The Agency is duly registered and licenced with the State of [STATE/PROVINCE] as a property Agency whose licence expires [DATE].
2. The Salesman is duly registered and licenced with the State of [STATE/PROVINCE] as a property salesman whose licence expires [DATE].

In consideration of the mutual covenants set forth below, the parties agree as follows:

1. **STATEMENT OF EMPLOYMENT**

Effective as of the date of this Agreement, the Agency employs the Salesman as a property salesman.

1. **DUTIES OF SALESMAN**

The Salesman will carry on the customary activities of a property salesman, including, but not necessarily limited to, the showing of parcels of property on which the Agency has listings, the sale of such property in accordance with the terms of the listings, the solicitation of new listings, and such other services pertaining to the property business as the Agency may require of him. The Salesman shall devote his entire time and attention to such duties and shall use his best efforts with regard to all of such duties.

1. **COMMISSIONS ON SALES**

The Agency shall pay to the Salesman a commission equal to [%] per cent of the total commission received by the Agency, on sales made by the Salesman and completed during the effective period of this Agreement. Furthermore, during the effective period of this Agreement, the Agency will advance to the Salesman against commissions to be earned the sum of [AMOUNT] per month, provided that the Salesman may elect to draw commissions as earned.

1. **DURATION OF AGREEMENT; TERMINATION**

The term of this Agreement shall be for [NUMBER] years, commencing on the date of this Agreement. Either party may terminate this Agreement by [NUMBER] days' written notice to the other party. If, on termination of this Agreement, the Agency has advanced to the Salesman against commissions to be earned a sum of commissions actually earned by the Salesman, the Salesman will promptly refund the amount of the excess advances.

1. **ACCESS TO LISTINGS AND OTHER INFORMATION**

The Agency will give the Salesman access to its confidential files pertaining to listings of property, prospects for the sale of such property, and other related matters. The Agency shall also furnish the Salesman personal contacts with persons interested in selling or buying such property, and shall generally aid the Salesman in every way possible with respect to such sales and the Salesman's duties hereunder.

1. **LOYALTY TO AGENCY'S INTEREST**

The Salesman will not during the term of this Agreement be engaged in any other business activity, whether or not pursued for gain, profit, or other pecuniary advantage, provided, however, that the Salesman may invest his assets in such form or manner as will not require his expenditure of any undue amount of time.

1. **NONDISCLOSURE OF TRADE SECRETS**

The Salesman recognises and acknowledges that the information that will be furnished to him concerning the Agency 's customers, listings, holdings, investments, transactions, and other confidential matters constitutes a valuable, special, and unique asset and trade secret of the Agency 's business. Accordingly, the Salesman will not, during or after the term of his employment hereunder, disclose any such information or any part thereof to any person, firm, company, association, or other entity for any reason or purpose whatsoever.

1. **WRITTEN CONTRACT AS CONSTITUTING ENTIRE AGREEMENT**

This Agreement constitutes the entire contract and agreement between parties, and there are no verbal understandings or other agreements of any nature with respect to the subject matter hereof except those contained in this Agreement.

1. **BINDING EFFECT**

This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

1. **GOVERNING LAW**

This Agreement shall be governed, interpreted and construed by, through and under the laws of the [STATE/PROVINCE] of [COUNTRY].

1. **ATTORNEYS' FEES**

In the event of any legal or equitable action, including any appeals, which may arise hereunder between or among the parties hereto, the prevailing party shall be entitled to recover a reasonable attorneys' fee. Attorneys' fees shall also include hourly charges for paralegals, law clerks and other staff members operating under the supervision of an attorney.

1. **SEVERANCE**

The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof.

1. **HEADINGS**

The paragraph headings contained herein are for convenience of reference only and are not to be used in the construction or interpretation hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

AGENCY SALESMAN

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title