



INDEPENDENT CONTRACTOR AGREEMENT – FREEDOM PLAN

**Aquino Homes Real Estate** ("Broker") and \_\_\_\_\_(Contractor),

who will do business as a: \_\_\_Sales Associate \_\_\_Broker Associate, hereby agree as follows:

1. Independent Contractor Status - Contractor agrees to work for Broker as an Independent Contractor, and not as an employee, however, Contractor understands that Broker is legally accountable for the activities of the Contractor. All costs and obligations incurred by Contractor in conducting his/her independent business shall be paid solely by Contractor, who will hold Broker harmless from any and all costs and obligations. Contractor will act independently as to the management of his/her time and efforts, and will be responsible for timely payment of all of his/her own expenses. such as industry association dues, licensing renewals, pagers, cellular telephones, etc., as they are incurred.

Contractor understands and agrees that, because Contractor is an Independent Contractor and not an employee of Broker. Broker will not withhold any Federal or State Income Tax, Social Security (FICA) or Unemployment (FUTA) taxes from Contractor's commissions paid. Contractor is personally responsible for paying any and all Federal and State Income. Social Security and other taxes, and for maintaining all expense records as required by law, and represents to Broker that all such amounts will be withheld and paid when due. Contractor shall indemnify and hold Broker harmless from any liability or costs thereof. Contractor further understands and acknowledges that Broker provides no Workman's Compensation coverage. Contractor hereby specifically waives such coverage and represents to Broker that he/she understands that, if Contractor desires such coverage, Contractor must personally obtain such coverage directly from the State of Florida or an insurance carrier of Contractor's choice, at Contractor's sole expense.

2. License & Realtor Status - Contractor is and shall remain licensed and in good standing with the Florida Department of Professional and Business Regulation, throughout the term hereof. If not currently a Realtor®, Contractor will, within 10 days of the date of this contract, become a member of an approved Association of REALTORS® and will adhere to the REALTOR® Code of Ethics and the Multiple Listing Service Rules and By- Laws. Contractor will always conduct him/herself in full compliance with the Statutes of Florida and the Rules and Regulations of the Florida Real Estate Commission and in a way which reflects the high standards of the Broker.

3. Commissions and Fees - As commissions are earned through the efforts of Contractor, 100% of any and all such commissions will be promptly paid to Contractor by Broker after receipt and processing, less any amounts owing to Broker. Payment of any and all commissions is subject to Broker receiving a complete sales file. All disbursements will be made within 24 hours after file submission. Contractor further agrees to participate in the program as specified below.

**\$295.00 transaction fee** will be withheld by and paid to Broker on each transaction.

**\$395.00 All (buyer or seller)** Brokerage transaction commission ( per transaction)

**\$\_\_\_\_\_ Monthly dues**, Error and Omission due and payable in advance on the 1st of each month.

Every **agent** you help to bring to **Aquino Homes Real Estate** you will get **\$100.00** back on your next closing.

Broker deductions on all referral fees **20%**, consulting fees or lease commissions are **10%** of the gross amount.

4. **Occupational License Fee** – Contractor agrees to reimburse the Broker for the amount of the Occupational License Fee charged to the Broker, by any municipality or other governmental entity, for the employment of the Contractor. Currently Orange County charges an annual fee of \$1 due and payable in January of each calendar year. The Contractor hereby agrees to reimburse the Broker for this amount, or any future adjusted amount, by cash payment or by authorization of a credit card charge, which is hereby granted.

5. **Monthly Obligation & Commission Plans** - Contractor acknowledges that monthly dues and annual Occupational License fees are a legal obligation and agrees to make timely payments as agreed to. Contractor may elect to change programs (**Freedom / All in One**) with written notice to Broker prior to the first day of any month. The change will become effective on the first day of the month following such written notice. This election may be made once in any 6 month period.

6. **Errors & Omissions Insurance** - The Errors and Omissions Insurance carrier shall be chosen at Broker's discretion. Contractor understands that he/she is responsible for payment of the deductible amount (currently \$2,500.00) upon request, for each Errors and Omissions claim. This deductible may change yearly. Contractor will be notified of any change. Contractor shall immediately notify Broker of any circumstances likely to give rise to any kind of claim or complaint against Contractor and/or Broker. In the event of a claim, lawsuit, license complaint or Arbitration demand which is not wholly covered by insurance, Broker may withhold from Contractor's commissions payable, an amount adequate to satisfy any amounts not covered, which Broker shall place in its Claims and Disputes Retention Account, pending settlement or other disposition of the matter. Broker may, in Broker's sole discretion, apply such sums as necessary to settle or to satisfy any such claim or award, and Contractor agrees to cooperate fully in this regard. Contractor understands that, from time to time, the Principals of Broker may deem it necessary to obtain legal consultation concerning one of Contractors transactions,

Contractor agrees to reimburse and indemnify Broker for any Attorney's fee reasonably incurred by Broker to obtain legal advice concerning such transactions(s).

**7. Agent As Principal (Buyer or Seller of Property)** - In the event Contractor intends to enter into any transaction as a principal, or an immediate relative that Contractor is representing intends to enter into any transaction, or any entity owned or controlled by Contractor, Contractor shall pay the office a transaction fee and risk management fee whether a commission is earned or not, whether property is in MLS or not. In any event, Contractor agrees to indemnify and hold Broker harmless from any claims, demands, complaints, Realtor® arbitration's or other actions made against Broker as a result of any transaction in which Contractor acts as a principal. In lieu of the Error and Omissions charge, a Principal Fee of \$100 will be charged on all transactions in which the Contractor is either the Buyer/Seller.

**8. Hold Harmless** - As a material provision of this agreement, Contractor agrees that, for all actions that Contractor does during his/her contractual relationship with Broker, Contractor will forever indemnify and hold harmless Broker, their heirs, successors, spouses and assigns, from any and all claims, complaints, causes of action, Realtor® arbitration demands, damages and liabilities of every kind whatsoever, whether known or unknown, including without limitation of any action, omission, negligence or any other basis of liability or complaint, in any forum, brought by any third party against **Aquino Homes Real Estate**. No action or complaint arising out of a real estate transaction in which Broker was involved may be brought by Contractor before any body, against any third party, without prior written consent of the Broker. If the Broker initiates any litigation or arbitration action on behalf of the Contractor or if the Broker must defend any action of the Contractor in litigation or arbitration, Contractor will pay all related filing fees and, attorney, fees.

**9. Protection of Contractor's Listings and Contracts:** In the event that Contractor terminates his/her contractual relationship with Broker for any reason, any and all listings obtained through the efforts of Contractor during the term of this Agreement shall be transferred to Contractor or to Contractor's new employing broker, on Contractor's behalf without penalty once any outstanding balance for dues, charges or fees to **Aquino Homes Real Estate** are brought up to date. Commissions earned and paid on all sales contracts completed prior to the Contractor's termination will be disbursed to the Contractor in compliance with the commission plan in effect at the time the contract was executed. However, Contractor specifically agrees to continue to fully cooperate with Broker as necessary to resolve any transactions, claims or disputes which are pending at the time, or which arise after Contractor's contractual relationship with Broker terminates and Contractor shall indemnify and hold Broker harmless from all such matters. Any such transfer of listings and/or disbursement of commissions is conditioned on the Contractor having any and all dues, fees and expenses owing to Broker paid in full.

**10. Transaction Defined** - For purposes of this Agreement, the term "transaction" shall be defined as the recording of the deed following the sale of real estate, or the execution by all parties of a lease, where a commission is paid to Broker as a result of the efforts of Contractor. Contractor agrees that Broker has the right to hold and/or apply any commissions owing to Contractor, as may be necessary to pay for or secure any obligations of Contractor hereunder.

11. **Termination Of Agreement** - This Agreement may be terminated immediately by Broker for cause, or upon three calendar days written notice by Broker or Contractor. Contractor agrees that a violation of any of Contractor's obligations hereunder shall constitute cause for immediate termination of this Agreement. In the event this Agreement is terminated by Broker for cause, Contractor agrees that any ongoing obligations of Contractor hereunder shall survive the termination of this Agreement.

12. **Mediation Of Disputes** - In the event of a dispute involving two or more contractors, all of whom are licensed with **Aquino Homes Real Estate**, Contractor authorizes the Designated Broker for **Aquino Homes Real Estate**, sole and absolute discretion in resolving said dispute. Contractor agrees to abide by the decision of the Designated Broker. Contractor also agrees to hold harmless and indemnify **Aquino Homes Real Estate** and its Designated Broker against any claim, action or lawsuit of any kind. These shall include the following: any loss, judgment, or expense, including attorneys' fees, arising from or relating in any way to the resolution of said dispute.

13. **Agent Information** - Agent will keep office updated with any changes to their personal information such as mailing address, phone numbers, email, etc.

14. **MLS Fines, Arbitration, Court Actions:** Contractor agrees to reimburse the Broker for the amount of any fine charged or arbitration loss or court loss charged to the Broker for any infraction caused by the Contractor, by any MLS board for infractions of board rules by cash payment or by authorization of credit card charge or commission adjustment, which is hereby granted to Broker. Broker will be compensated 20% of any arbitration award or court judgment, to compensate company for time, company legal expenses and costs accrued by such arbitration or court action.

**Aquino Homes Real Estate** reserves the right to modify this agreement and will notify all agents via email.

The undersigned agree to the terms and conditions set forth above and acknowledge receipt of a copy

Hereof. Broker: **Aquino Homes Real Estate**

\_\_\_\_\_  
Office Staff Signature Date

Contractor: \_\_\_\_\_

\_\_\_\_\_  
Contractor's Signature Date

Real Estate License #: \_\_\_\_\_

Expiration Date: \_\_\_\_\_



**AQUINO HOMES**  
Real Estate

PLEASE PRINT & FILL OUT COMPLETELY

Date: \_\_\_\_\_ MLS Member ID# \_\_\_\_\_

What Board are you with? \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Spouse's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

RE. License Number \_\_\_\_\_

SSN#: \_\_\_\_\_

Email Address: \_\_\_\_\_

Facebook Name or Email Address: \_\_\_\_\_

Personal Website Address \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Birthday: \_\_\_\_\_

Previous Brokerage Company Name: \_\_\_\_\_

Emergency Contact: Phone: \_\_\_\_\_

Married? \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Children? \_\_\_\_\_ How many? \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

What language(s) do you speak? \_\_\_\_\_

Do you have an Assistant? Yes \_\_\_\_\_ No \_\_\_\_\_

Assistant Name: \_\_\_\_\_ Email: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Master Card \_\_\_\_\_ Visa \_\_\_\_\_ Discover \_\_\_\_\_ American Exp \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
CVV Code) \_\_\_\_\_ Agent's Signature: \_\_\_\_\_



## ***Buyer Comprehensive Disclosure and Acknowledgment***

**Buyer(s);**

**Property Address ;**

**1. Equal Housing Opportunity** Aquino Homes Real Estate it's sales associated and employees (collectively, "Broker") are committed to providing equal and fair housing opportunities to all persons regardless of race, color, religion, national origin, ancestry, gender, age, familial status, disability or any other protected status. Broker's policy is to comply with the letter and spirit of all fair housing and anti-discrimination laws and regulations.

**2. Legal requirement and tax advice.** All contracts for the sale of real property are required to be in writing and signed by all parties to be enforceable. Broker recommends that you consult with an attorney or tax advisor if you require legal or tax advice prior to entering into this or any other contract.

**3. Brokerage Relationship.** You acknowledge that Broker and its representatives are representing you in a statutory transaction Brokerage relationship as set forth in section 475.01 and 475.278, Florida Statutes. You agree to pay **Aquino Homes Real Estate** an additional Brokerage commission of \$395.00 at closing.

**4. Escrow.** Monies placed in escrow \_\_\_\_\_ Will be held in compliance with chapter 475 Florida Statutes. You agree \_\_\_\_\_ if acting as escrow agent, may deposit the escrowed funds in a non-interest bearing account with a financial institution chosen by \_\_\_\_\_ and that the financial institution \_\_\_\_\_ or any of its related companies may obtain a direct or indirect benefit in connection with such deposit.

**5. Surveys, inspections, and Property information.** Broker recommends that you (a) exercise any right you have to obtain a survey of the property and any professional inspections, including comprehensive home inspections which may include, but not be limited to, roof, termite, permits, unpermitted prior improvements or repairs, municipal compliance, plumbing and septic/water/water quality/ sewage hookups, service and condition, appliances, pool, electrical, HVAC, and structural components (collectively "property condition") (b) retain your chosen inspector to re-inspect the property to ensure that all required repairs have been made by an appropriately licensed person in a workmanlike manner, and (c) exercise any contractual right to personally perform a walk-through inspection of the property prior to closing. Your contract may provide a termination provision based upon flood elevation minimum requirements. You agree not to rely on Broker for matters related to Property condition, boundaries, ownership of fences, square footage, nature or extent of any easements or encroachments, legal description, accuracy of third party municipal lien searches or title searches and title insurance commitments, or to inspect, re-inspect or perform your walk through inspection of the property. Home Warranty: Broker recommends that you obtain a home warranty on any property you purchase to protect against unanticipated repairs. Ask your sales associate for additional information.

**6. Condominiums and homeowners' association** Properties governed by a Condominium or Homeowners' Association are subject to restrictions, rules and regulations and owners of such properties are typically required to pay various fees and expenses associated with this form of ownership. Broker recommends that you contact the association directly prior to entering into a contract to determine any matters that are important to you, including, but not limited to , the Association's financial condition, sufficiency of insurance coverage, whether there are any rental restrictions, any pending or threatened litigation or assessment and you agree to hold Broker harmless in connection therewith.



7. Deed Restrictions. Certain neighborhoods and communities have deed restrictions that may affect your use of the property. If the property is affected by the deed restrictions, you should consult with an attorney to determine the nature of the restrictions prior to entering into a contract.

8. School Districts At some point in the transaction, you may be provided with information regarding the school boundaries for a particular property. School boundaries are subject to change. As a result, the information available to the seller or the realtor may not be accurate or current even though it appears to be from reliable source. If this information is important to you, contact the local school board directly to verify the correct school boundaries for the particular property prior to entering into a contract.

9. Property Taxes You should not rely on the sellers current property taxes as the amount of the property taxes that you may be obligated to pay. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you are the current owner of a Florida homestead property, you may be able to transfer a portion of the Save Our Homes benefit to another qualifying Florida property. If you have any questions concerning valuation taxation, homestead exemption or other exemptions, or tax portability, contact the county property appraiser's office.

10. Sexual Offenders the Florida Department of Law Enforcement maintains a list of sexual predators/offenders to enable the public to request information about these individuals who may be living in their communities. If this is important to you contact FDLE directly prior to entering into a contract at 1-888-357-7332, via email at [sexpred@fdle.state.fl.us](mailto:sexpred@fdle.state.fl.us) or log onto [www.fdle.state.fl.us](http://www.fdle.state.fl.us).

11. Mold Disclosure Conditions in Florida can be conducive for mold growth. As a prospective buyer, you should pay attention to visual signs of the presence of mold or mildew odors. If this is important to you, you should add provision to your contract offer that gives you the right to conduct a mold inspection to determine whether mold is present. For more information, visit the EPA website at [www.epa.gov/iag](http://www.epa.gov/iag) and click on mold resources.

12. Governing Law, Venue, Limitation of liability, and waiver In the event of any dispute arising out of any way relating to your purchase of property or the relationship between you and your broker, it is agreed that (1) Florida law shall govern (2) venue shall be exclusively in the Florida state courts in the county where the registered agent for broker is located. (3) any claim by you for damages of any nature ( including claim for negligence) shall not exceed the amount of the commission that the broker was paid, or would have been paid in connection with the transaction, (4) **BROKER AND YOU KNOWINGLY AND VOLUNTARILY WAIVE ANY CLAIM FOR PUNITIVE DAMAGES AND ANY RIGHT TO A JURY TRIAL IN ANY LITIGATION.**

13. Seller's Property Disclosure. Buyer hereby acknowledges that **Aquino Homes Real Estate** has recommended that each buyer obtain and review such statements and verify the status of the property before entering into a contract.

14. Savings Clause. If any provision herein is deemed invalid or unenforceable, the remaining provisions shall remain valid and enforceable.

15 Additional Disclosures. Buyer hereby acknowledges receipt of the following disclosures as applicable: privacy act disclosure, Chinese Drywall disclosure, Private golf and country club disclosure and hold harmless, Affiliated Business Arrangement Disclosure statement notice.

**The undersigned agree to the foregoing as a condition of Broker's transaction representation.**

Buyer \_\_\_\_\_ date \_\_\_\_\_

Buyer \_\_\_\_\_ date \_\_\_\_\_



## Seller Comprehensive Disclosure and Acknowledgment

Seller(s);

Property Address ;

1. Equal Housing Opportunity. Aquino Homes Real Estate It's sales associated and employees (collectively, "Broker") are committed to providing equal and fair housing opportunities to all persons regardless of race, color, religion, national origin, ancestry, gender, age, familial status, disability or any other protected status. Broker's policy is to comply with the letter and spirit of all fair housing and anti-discrimination laws and regulations.
2. Legal requirement and tax advice. All contracts for the sale of real property are required to be in writing and signed by all parties to be enforceable. Broker recommends that you consult with an attorney or tax advisor if you require legal or tax advice prior to entering into this or any other contract.
3. Brokerage Relationship. You acknowledge that Broker and its representatives are representing you in a statutory transaction Brokerage relationship as set forth in section 475.01 and 475.278, Florida Statutes. You agree to pay Aquino Homes Real Estate an additional Brokerage commission of \$395.00 at closing.
4. Escrow.Monies placed in escrow with\_\_\_\_\_Will be held in compliance with chapter 475 Florida Statutes.You agree that\_\_\_\_\_, if acting as escrow agent, may deposit the escrowed funds in a non-interest bearing account with a financial institution chosen by ,and that the financial institution,\_\_\_\_\_or any of its related companies may obtain a direct or indirect benefit in connection with such deposit.
- 5.Third party Vendors. As a courtesy, Broker may provide you with one or more names of services providers including, but not limited to home inspectors, engineers, contractors, repairpersons, moving companies, currency exchange companies, home warranty companies, concierge services, or attorneys that other consumers have used or of whom we are aware. Our doing so shall not in any way be construed to be a recommendation or endorsement off nor is Broker warranting the work of any such providers. The final choice of any service provider rests solely with you, wether the name appears on any list or not. You agree to release, hold harmless and indemnify Broker from all claims or losses that in any way arise out of, or related to, the selection or use of any such service provider. Broker may recommend the services of the following vendors, from whom Broker may or may not derive a direct or indirect benefit in connection with the selection of their services. You are not required to use any of these businesses as a condition for selling this property. If so inclined, you may compare rates with other providers.



6. Governing Law, Venue, Limitation of liability, and waiver In the event of any dispute arising out of any way relating to your purchase of property or the relationship between you and your broker, it is agreed that (1) Florida law shall govern (2) venue shall be exclusively in the Florida state courts in the county where the registered agent for broker is located. (3) any claim by you for damages of any nature ( including claim for negligence) shall not exceed the amount of the commission that the broker was paid, or would have been paid in connection with the transaction, (4) BROKER AND YOU KNOWINGLY AND VOLUNTARILY WAIVE ANY CLAIM FOR PUNITIVE DAMAGES AND ANY RIGHT TO A JURY TRIAL IN ANY LITIGATION.

7. Seller's Property Disclosure. Seller is advised that Seller's failure to complete and deliver a written disclosure form may be adverse to Seller's interests by potentially exposing seller to increased risk of liability.

8. Savings Clause. If any provision herein is deemed invalid or unenforceable, the remaining provisions shall remain valid and enforceable.

9. Additional Disclosures. Buyer hereby acknowledges receipt of the following disclosures as applicable: privacy act disclosure, Chinese Drywall disclosure, Private golf and country club disclosure and hold harmless, Affiliated Business Arrangement Disclosure statement notice.

The undersigned agree to the foregoing as a condition of Broker's transaction representation.

Seller \_\_\_\_\_ / / \_\_\_\_\_

Seller \_\_\_\_\_ / / \_\_\_\_\_

Seller \_\_\_\_\_ / / \_\_\_\_\_

Seller \_\_\_\_\_ / / \_\_\_\_\_