



New Centuri Properties

New Agent Application

Your "Blueprint" to Success begins Here
www.NewCenturiProperties.com

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MULTIPLE LISTING SERVICE
MLS



Independent Contractor Agreement

This Independent Contractor Agreement ("Agreement"), dated _____ is made between New Centuri Properties, LLC, ("Broker") and _____ ("Associate-Licensee"). In consideration of the arrangements and representations contained in this Agreement, Broker and Associate-Licensee agree to the following terms:

Broker

Broker represents that Broker is duly licensed as a real estate broker by the State of Texas, Texas Real Estate Commission (TREC) named New Centuri Properties, LLC. The broker shall keep the broker's license current during the terms of this agreement.

Associate-Licensee

Associate-Licensee represents that he or she is accordingly licensed by the State of Texas, Texas Real Estate Commission (TREC) as a real estate broker or salesperson, and has not used any other names within the past ten years, except _____

The associate-licensee shall maintain his or her Texas BRE license current while completing and satisfying all applicable continuing education and provision license requirements while under the terms of this agreement.

Broker and Associate-Licensing Relationship

Broker and Associate-Licensee intend that and agree, to the maximum extent permissible by law:

- I. This Agreement does not constitute an employment agreement by either party;
- II. Broker and Associate-Licensee are independent contracting parties with respect to all services rendered under this Agreement; and
- III. This Agreement shall not be construed as a partnership in any way.

Associate-Licensee agrees that he or she shall have an exclusive relationship with Broker during the terms of this agreement and all real estate transactions will be in the Broker's name even if the Associate-Licensee has a current Texas Real Estate Commission (TREC) Real Estate Broker's license. Any actions done by the Associate-Licensee in violation of this clause shall be grounds for termination of this Agreement. Notwithstanding the termination provision of this clause, in the event that Broker is due any commission

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on any escrow opened by Associate-Licensee during the term of this Agreement, (even if escrow closes after termination of this Agreement) Associate-Licensee agrees that he/she shall owe said commission to Broker as applicable in this agreement.

Associate-Licensee will assume and agree to perform only those activities with the broker that include soliciting and obtaining listings that will result in the mutual benefit of both parties. This will only be done so in accordance with law and with the ethical and professional standards as required so that Associate-Licensee commits no act of any type for which the Real Estate Commissioner of the State of Texas is authorized by the Texas Business and Professions Code to suspend or to revoke a license.

The Broker will not require or exceed to the extent of the law in regards to the limit of the Associate-Licensee's activities such as; hours, opportunity, prospects, open houses, leads, inventory, floor time, sales meetings, time off, vacation (or anything in a similar nature). The Broker does not require, of any agent, to meet a minimum set of requirements or meet any quotas regarding any activities listed in this paragraph.

Associate-Licensee is considered to be an Independent Contractor for tax purposes and will be responsible for all tax issues at the end of each calender year. The Broker does issue an IRS 1099; however, the Broker will not withhold taxes or Social Security from Associate-Licensee's compensation. Payment of taxes and Social Security contributions are Associate-Licensee's responsibility. Associate-Licensee is considered an independent contractor for purposes of Unemployment Insurance.

The Associate-Licensee is under the control of Broker as to the results of Associate-Licensee's work only, and not as to the means by which those results are accomplished. Except as required by law the Associate-Licensee retains sole and absolute discretion and judgement 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 Associate-Licensee's selling and solicting activities.

Associate-Licensee is not required to take on any such assignment by the broker to provide service to any particular prospective or active parties or listings.

For the fact that Broker may carry and offer worker compensation insurance shall not create an interference of employment. The worker compensation insurance is for the mutual benefit of the broker and licensees associated with Broker

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The Associate-Licensee understands he or she has no authority to incur obligations on Broker's behalf and promises under threat of termination to not sign any contract, agreement, lease or note in the name of Broker (including any commission instructions); Not to open or maintain any bank or investment account in the name of Broker; and, not to endorse or collect any deposit in Associate-Licensee's account any check, money order or other negotiable instrument made payable to Broker. Broker shall not be liable for any obligation or liability incurred by Associate-Licensee.

Associate- Licensee agrees that their affiliation with Broker does not entitle them to legal services, including, but not limited to, contract formation, bankruptcy, litigation, or landlord-tenant issues. Also the Associate-Licensee understands that Broker's broker of record may be a Texas licensed attorney and no legal services are being rendered pursuant to Associate-Licensee's affiliation with Broker and that no attorney-client relationship is created under this employment.

Agent Expenses

Broker shall not be liable to Associate-licensee for any expenses incurred by Associate-Licensee. Associate-licensee agrees to provide and pay for all necessary items to conduct business as a real estate agent such as; licensing fees, realtor association fees, Multiple listing service fees, lock boxes, lockboxes keys, and any office material such as; marketing material, phone lines, place of business, computers, internet services, phone services or any other related material Associate-Licensee feel they require. Broker will not be liable to reimburse for any expenses.

Licensed Activity

Associate-Licensee shall perform services of a real estate licensee as defined by Texas State law and the Texas Real Estate Commission (TREC) and activity deemed to go against this will result in termination of agreement.

The following shall be taken and performed in the name of the Broker: All listings of property, and all agreements, acts or actions for performance of licensed acts, which are taken or performed in connection with this Agreement, shall be taken and performed in the name of Broker. Associate-Licensee agrees and does hereby contribute all right and title to such listings to Broker for the benefit and use of Broker, Associate-Licensee and other Licensees of Broker. The Associate-Licensee will agree to provide Broker a complete copy package of each closed transaction with all necessary documentation in a timely matter in which the transaction was closed.

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Associate-Licensee shall remain apprised of and comply with all applicable federal, state and local laws, regulations, policies, and procedures, governing the conduct of real estate agents, including, but not limited to anti-discrimination laws, fair housing laws and restrictions against the giving or accepting a fee, or other things of value, for the referral of business to title companies, escrow companies, home inspection companies, pest control companies and other settlement service providers pursuant to the Texas Real Estate Commission Ethics Code, the Real Estate Settlement Procedures Acts (RESPA), the National Association of Realtors, the Texas Association of Realtors and any other local real estate association to which Associate-Licensee may belong.

Prohibited Activities

Herein or by other signed express written consent of Broker, Associate-Licensee agrees not to engage in Property Management or Loan Brokerage.

Compensation

Compensation shall be charged to parties who enter into listing or other agreements with Associate-Licensee for services requiring a real estate license. Associate-Licensee may use its own discretion regarding what commission fee to charge its clients for these services. In no event shall Broker be personally liable to Associate-Licensee for Associate-Licensee's share of commissions not collected, nor shall Associate-Licensee be entitled to any advance or payment from Broker upon future commissions, Associate-Licensee's only remuneration being Associate-Licensee's share of the commission paid by the party or parties for whom the service was performed. Nor shall Associate-Licensee be personally liable to Broker for any commission not collected. Associate-Licensee shall be responsible for any previously earned sales commission reimbursement, rebate, or refund that may be ordered by a Court of Law or by a professional Arbitration or Mediation Panel, for any reason.

All compensation collected by Broker due to Associate-Licensee shall be paid to Associate-Licensee, after deduction of expenses and offsets, immediately or as soon thereafter as practicable, except as otherwise provided in this Agreement, or a separate written agreement between Broker and Associate-Licensee. Compensation shall not be paid to Associate-Licensee until both the transaction and file are complete. Broker is under no obligation to pursue collection of compensation for activities that require a real estate license which were done in the name of Broker. Associate-Licensee shall pay expenses that are incurred in the attempt to collect compensation. If there is a known or pending claim against Broker or Associate-Licensee on transaction amounts for which Associate-Licensee has not yet been paid, Broker may withhold from compensation due Associate-Licensee on that transaction amounts for which-Licensee could be responsible.

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Commission Schedule/Plans

New Centuri Properties, LLC offers three different plans. All plans are assumed to be valid for a 12-month period. Broker shall pay Associate-Licensee for rendered services as follows:

Silver Plan:

- Price per month: \$24.95
- E&O Insurance Included
- 100% Commission minus the following:
 - o Per Transaction Fee-Sale: \$500.00
 - o Per Transaction Fee-Lease: \$125.00

Gold Plan:

- Price per month: \$99.95
- E&O Insurance Included
- 100% Commission minus the following:
 - o Per Transaction Fee-Sale: \$250.00
 - o Per Transaction Fee-Lease: \$75.00

Platinum Plan:

- Price per month: \$179.95
- E&O Insurance Included
- 100% Commission
 - o Per Transaction Fee-sale: None
 - o Per Transaction Fee-lease: None

Associate-Licensee's 12-month period shall commence upon the execution of this Agreement ("Commencement Date") and reset on the anniversary of the Commencement Date ("Anniversary Date"). All monthly payments shall be automatically taken for each month on the same calendar day as the day Associate-Licensee's sign up date. The Associate-Licensee's credit card or checking account will be charged on that day. Failed processing attempts due to insufficient funds or credit will be subject to Broker's late payment terms as discussed later in this agreement.

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Broker Lead Distributions

Broker may provide client leads to its associate-licensees. Should Associate-Licensee choose to participate in Broker's lead distribution program, Associate-Licensee shall pay Broker a 25% referral fee of all earned commissions in addition to any fees due to Broker under Associate-Licensee's Compensation Plan. At Broker's discretion, clients will be matched with the agent based on the salesperson experience, past performance, and knowledge of the related transaction. Referral fees to Broker are owed for all transactions with the client for 24 months from the date the lead is accepted.

Co-Representation

In a situation where the Associate-Licensee is a co-agent on either the listing or buyer side of a transaction with any licensed real estate agent, the Associate-Licensee recognizes they are still responsible for full payment of any transaction fees along with any applicable fees owed to Broker on the transaction. New Centuri Properties, LLC recognizes a co-agency, as two or more real estate agents are name on any agreement for which a real estate license is required. This clause is not intended for an agent to refer a transaction to another licensed real estate agent.

Errors & Omissions

During the terms of this agreement Broker will obtain and keep in force Errors & Omissions policy on behalf of Associate-Licensee. Associate-Licensee agrees to abide by the rules and regulation of both the State of Texas and the office policy of New Centuri Properties, LLC. The Associate-Licensee will pay any deductibles due to a claim on behalf of the Associate-Licensee

Change in the Plan

If Associate-Licensee wishes to change their compensation plan they may do so upon written instruction to the broker and will take effect at the first of the next month. If Associate-Licensees changes their plan, any transaction began prior to the change is subject to applicable fees of the plan the transaction was originally opened under.

Compensation After Termination

Upon termination of this Agreement, payments under this section shall cease immediately. Associate-Licensee authorizes Broker to deduct from any commissions due at termination of this Agreement all financial obligations owed to Broker that are imposed by terms of this Agreement.

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Furthermore, in the event Associate-Licensee Leaves pending transactions Associate-Licensee agrees that Broker shall make arrangements for Broke or another licensee of the company to complete any pending work to complete said real estate transaction. Associate-Licensee understands that such compensation shall be deducted from their share of the commission.

Documents and Rules

All files and documents pertaining to listings, leads and transactions are the property of Broker and shall be delivered to Broker by Associate-Licensee according to the manner and term by formal written agreement by Broker and Associate-Licensee.

Automobile Insurance

Associate-Licensee agrees and shall maintain automobile insurance coverage for liability and property damage in the amounts of \$100,000 / \$300,000 at all times in this agreement. Broker shall be indemnified and held harmless against any claims or demands resulting from any automobile accident of Associate- Licensee or as a result of Associate-Licensee's default in this paragraph.

Earnest Money Deposits

Associate-Licensee acknowledges and understands that Broker does not and will not maintain a trust fund account and that any and all earnest money deposits shall never ever be touched by Associate-Licensee. Associate-Licensee should notify escrow immediately to arrange for any earnest money deposits needing to be picked up or delivered and submitted on behalf of the client and then it should be reported to the Broker. Associate-Licensee shall not ever receive ANY funds from clients nor receive ANY cash payments from clients. All trust funds shall be handled in compliance with the Business and Professions Code, and other applicable laws.

Logos

While affiliated with Broker, Associate-Licensee shall use Broker's name "New Centuri Properties, LLC", distinctive logo and BRE number on all signage, stationary, websites, and/or any other marketing materials. Use of Broker's name and logo shall meet the standards as the most recent version of the policy and procedure manual that may be updated and is the Associate-Licensee's responsibility to know acceptable uses. Associate-Licensee agrees that Broker retains exclusive rights to the "New Centuri Properties, LLC" trademark logo and graphics. Associate-Licensee agrees to discontinue the use of Broker's trademark logo and graphics immediately upon the termination of this Agreement.

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Injuries to Associate-Licensee

Associate-Licensee acknowledges and agrees that Broker does not provide worker's compensation insurance for Associate-Licensee as the Associate-Licensee is an independent contractor. Associate-Licensee and its employees waive any rights to recovery from Broker for any injuries that Associate-Licensee and/or its employees may sustain while performing services under this Agreement and will hold Broker harmless of any liability.

Associate-Licensee Employees

Any employees under Associate-Licensee are expected and shall be bound to the provisions in this agreement. Associate-Licensee understands they will hold all responsibility of their employee's actions and will supervise the activities to ensure proper compliance.

Teams

If Associate-Licensees wish to be teams, they must provide copies and up to date information regarding the structure of said team to Broker. In regards to any commissions disputes between associate-licensee or if there is no written agreement provided to Broker, Broker has the right to withhold total compensation.

Activity Reporting

Associate-Licensee is required to report all his/her real estate activities to the Broker within 72 hours of their occurrence. Real estate activities include listing agreements, newly opened escrows (accepted purchase agreements), earnest money deposits escrow has handled, cancelled and expired agreements, renewed agreements, referral fee agreements and/or any other business contract or arrangement involving an Associate-Licensee and his/her client. Associate-Licensee is further required to submit a final Real Estate Transaction documents required by Broker for review within 48 hours of any closing of escrow.

Testimonials

Associate-Licensee hereby grants Broker permission and authorization to use any testimonial, whether verbal, written or video, in any marketing, promotional or online format as Broker sees fit without any anticipated compensation towards the Associate-Licensee.

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Termination of Agreement

The terms of this agreement shall continue and be enforced upon a written notice from either party wishing their desire to terminate the agreement by either party at any time with or without given cause. Even after termination the agreement will be used to govern all disputes and claims between Broker and Associate–Licensee including obligation and liabilities arising from existing and completed listings, transactions and/or services.

Dispute Resolution

Mediation is recommended as a method of resolving disputes arising out of this Agreement between Broker and Associate–Licensee. If mediation cannot settle disputes involving Broker and Associate–Licensee then the dispute shall be pursuant to the rules of Texas Real Estate Commission & Tax Law

Severalty

Should any provision of this Agreement, or the application thereof, to any extent, be invalid or unenforceable, the remainder of this Agreement and that application thereof, other than those provisions as to which it will have been held invalid or unenforceable, will not be affected thereby and will continue to be valid and enforceable to the fullest extent permitted by law or equity.

Changes

Associate–Licensee shall agree and abide by any changes to this Agreement or company policies noticed to Associate–Licensee either by email, company web site and/or any other method in writing, taking effect as stated in the notice. It is the Associate–Licensee responsibility to regularly check for any changes of company policies.

Entire Agreement

This Agreement contains the entire agreement of the parties and there are no promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. This agreement may be amended with consent of both Broker and Associate– Licenseeandwith thewritten amendment with signatures of both parties.

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Associate–Licensee Agrees and Understands That:

New Centuri Properties, LLC Office Policies and Procedures Manual contain important information about the Company’s general office policies. Associate–Licensee is expected to read, understand, and adhere to the New Centuri Properties, LLC Office Policies and Procedures Manual. Associate–Licensee understands that any inquires to the Office policies and Procedures Manuel should be discussed with Broker before beginning services with Broker. The Company may, in its sole and absolute discretion, change any policies, benefits, or practices in the manual, with or without prior notice. The Office Policy and Procedure Manual contains Broker’s Policy against Harassment. Associate– Licensee agrees to comply with all aspects of the policy against sexual harassment and other forms of harassment. Associate–Licensee’s signature below certifies that he/she has read this Independent Contractor Agreement, New Centuri Properties, LLC and agrees to abide by its provisions during his/her association with New Centuri Properties, LLC and that it supersedes all prior agreements, understandings, and representations concerning Associate–Licensee’s association with the New Centuri Properties, LLC. The Broker of record is Will H. Garner IV at time of signing this agreement. Associate–Licensee acknowledges receipt of a copy of this agreement for their records.

Applicant Signature _____

Print Name _____

License # _____ Date _____

Broker Signature _____

Print Name Will H. Garner _____

TREC # 0491759 _____ Date _____

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