BrokerNation Independent Contractor Agreement N. Miami

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, 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 Status – Contractor agrees to keep up to date with all required continued education, shall remain licensed in good standing with the Florida Department of Professional and Business Regulation, throughout the term hereof. The Contractor, if a Realtor, agrees to keep all board membership dues up to date. 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. Occupational License Fee & Monthly Fees – Contractor acknowledges that monthly dues and annual Occupational License fees are a legal obligation and agrees to make timely payments as agreed. 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 supervision of the Contractor. 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.

4. Errors & Omissions Insurance – The Errors and Omissions Insurance ("E & O") carrier shall be chosen at Broker's discretion. Broker will incur the costs associated with the annual fees, however; Contractor understands that he/she is responsible for payment of the deductible amount (currently $2,500) upon request, for each Errors and Omissions claim. 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).

5. 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 BROKERNATION REAL ESTATE. No action or complaint arising out of a real estate transaction in which Broker was involved may be brought by Contractor before anybody, 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.

6. Protection of Contractor's Listings Contracts, Recruiting Residual – 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 can be transferred to Contractor or to Contractor's new employing broker, on Contractor's behalf without penalty as long as Contractor obtains written approval from the owner of the property. 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 holds Broker harmless from all such matters. Any such transfer of listings and/or disbursement of commissions are conditioned on the Contractor having any and all dues, fees, and expenses owing to Broker paid in full. Any other incentives, fees, and commissions from the recruiting of any other agent Contractor will be compensated until the date of the termination of this agreement. Contractor will not be entitled to and will forfeit any future residual income from production of any of his or her recruits (BNRE Revenue Sharing Program).

7. 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.

8. Processing Fees / Commissions / Incentives – As commissions are earned through the efforts of Contractor, any and all such commissions will be promptly paid to Contractor by Broker after receipt and processing, less any amounts owed to Broker. Payment of any and all commissions are subject to Broker receiving a complete sales file. Any Teams are to be calculated per Agent in transactions. All disbursements will be made within 48 hours after file submission and funding has been cleared. Contractor further agrees to participate in the fee structure as specified below.

All Transactions and or Referrals:
$395.00 Processing fee to be paid by Agent to Broker on all residential transactions.
Agreed commission to Agent / Contractor on transactions:

PARTNER (Experienced only)	**EXECUTIVE** (New agents)	**MENTORSHIP** (New agents)
(Experienced only) 100% Commission Split (monthly fee of $99.95) Commercial 90/10 Split + REVENUE SHARING	90/10 Commission Split (NO monthly fee) Commercial 90/10 Split +REVENUE SHARING	80/20 Commission Split (monthly fee of $99.95) Commercial 80/20 Split +REVENUE SHARING

In consideration of company support and tools provided all Contractors/ Agents participating in the 100% commission or New Mentorship option hereby agree to pay the Broker: **$99.95** in monthly dues, payable in advance and due the first day of each month. Contractor will provide to Broker a valid credit card number and pre-authorization to charge the credit card for the monthly dues and any other incurred expenses as payments become due. A late payment fee of $25 will be imposed on any monthly payment received 5 days late due on the first of each month.

verified by approveme

Contractor and Broker's relationship is governed by an Independent Contract Agreement in which any Company commission splits, revenue sharing programs, structure and incentives agreements are subject to modified and the Broker reserves the right to cancel a specific structure at any time. However, Broker will give the Contractor at least thirty

(30) days notice of any changes to a program incentive or commission structure. The monthly dues or annual fee prepaid are nonrefundable unless it applies to the cancellation period.

9. Client Transaction Fees: BrokerNation will charge on each transactions a fee of $495.00 paid by the buyer, seller or both, whomever is using BrokerNation's services. This fee will be earned and paid at closing, must be disclosed in the sales contract as well as the closing statement prior to closing. In the event the Contractor fails to properly collect this fee or choose to pay voluntary the Contractor will be required to pay this fee out of their commission. **Note: Transaction fees will not apply to rentals and will not be part of the Revenue Sharing Program as described in Section 11 of this agreement.**

10. Cancellation Policy Refund – The Company will offer a money back refund on any prepaid monthly fees in the event a cancellation takes place within the first thirty (30) days of this agreement. In the event the Contractor is not happy and does not want to be a part of BrokerNation Real Estate for any reason then he or she simply cancels in writing within the time period and any fees not related to processing or technology (CRM) will be refunded.

11. Recruiting Incentives (BNRE Revenue Sharing Program) – The Contractor will have the option at no additional cost to participate in the Company's Revenue Sharing Program. This program is designed to allow all of our Agents to earn additional income through the sharing of company's revenue (Transaction and or Monthly / Annual) generated by their recruitment of other contractors, agents or subcontractors whom the Contractor has introduced to join BrokerNation Real Estate.

12. The Broker will share a percentage of proceeds generated from the $395.00 processing fees and or Agent monthly fees to participating Contractors in accordance with the structure below. **Note: Transaction fees of $495.00 paid by any client and or buyer / seller will not be part of the Revenue Sharing Program.**

BNRE Revenue Sharing Program (STRUCTURE EXAMPLE)

PERCENTAGE TABLE (Residual for Realtors, Partners, Contractors, Agents)

(YOU Tier 1)

2nd tier recruit (John 2) (20% referral on BNRE proceeds): **Your direct recruits**
3rd tier recruit (Mary 3) (10% referral on BNRE proceeds): **John's Recruits**
4th tier recruit (Tom 4) (8% referral on BNRE proceeds): **Mary's Recruits**
5th tier recruit (Linda 5) (6% referral on BNRE proceeds): **Tom's recruits**

Maximum 4 Tiers down and indefinite across

Note: Commercial transactions are excluded from the Revenue Sharing Program.

13. Retirement Residual Income Vesting opportunity a. If Contractor chooses to participate in the BNRE Revenue Sharing Program, Broker offers a vesting opportunity should Contractor choose to retire from performing licensed real estate agent work.

b. To become vested in the Residual Program, Contractor must have completed a minimum of three (3) consecutive years with BrokerNation Real Estate as an active Real Estate Agent before retiring and have a minimum of 50 members in Contractor's respective Network recruited within the most recent consecutive years ("Vested").

c. However, in the event agent re-enters active status and has an active license in the state of Florida, Contractor must have his or her license with BrokerNation Real Estate to retain his/her Network. If Contractor chooses to work for another company, this agreement will automatically terminate and Contractor will no longer be entitled to the revenue sharing proceeds. If Contractor leaves BNRE and returns, Contractor's time requirement calculation will re-start from the first day of his/her return to BNRE as the vesting requirement is three (3) consecutive years.

a. Once Vested, and so long as Contractor remains retired, Contractor will continue to receive monthly revenue sharing proceeds generated from his/her “Residual Network” for the rest of his/her life. Upon Contractor’s death, Contractor’s heirs have full rights to Contractor’s revenue sharing proceeds.

b. Violation of the terms of this agreement will cause a termination of this agreement, including any vesting opportunity. Revenue Sharing and residuals offered by BrokerNation Real Estate are incentives offering by the company and Agent’s participation is optional. BrokerNation does not make any promises regarding the amounts or length of time of Contractor’s Network will continue to produce residual income payments.

c. If Contractor is not fully vested upon Separation from Broker, all of Contractor’s residual sharing payments will immediately cease and Contractor will have no right to those payments.

14. Termination of Agreement -This Agreement may be terminated immediately by Broker for cause, or upon three calendar day’s 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.

15. Company Compliance on Listing and Sales Agreements

The Company is required by Florida Statute 475 to supervise all transactions. Failure to supervise agents and transactions is a serious violation and jeopardizes the broker’s license. The Company is required to produce any listing or sales file upon demand whenever the Department of Business and Professional Regulation (DBPR) requires. Company provides a back office system (BackAgent) in which all transactions and listings and or any agreement entered with a client. Listing, Sales and or representation agreements must be entered and received within two (2) business days of the effective date of the listing or sales/rental contract /addendums and or agreements. **In the event Agent fails to follow this protocol and turn in the documentation late, the Agent will be given a onetime warning. On the second violation BrokerNation Real Estate shall assess a**

$250 fine to the Agent. Repeated late files may result in termination of the Agent’s

Independent Contractor Agreement and could require the Broker to report the Agent to Department of Business of Professional Regulation (DBPR) for further action.

16. Internal Disputes – In the event of a dispute involving two or more contractors, all of whom are licensed with BROKERNATION REAL ESTATE, Contractor authorizes the Designated Broker for BROKERNATION 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 BROKERNATION REAL ESTATE, and its Designated Broker against any claim, action or lawsuit of any kind and from any loss, judgment, or expense, including attorneys’ fees, arising from or relating in any way to the resolution of said dispute.

17. “Do Not Call List” – The Contractor as an independent contractor affiliated with BrokerNation Real Estate, acknowledges and agrees as follows: The “National Do Not Call List” administered by the United States Federal Trade Commission and the equivalent list administered by the State of Florida may be applicable to telephone solicitations and

other telephone marketing calls made by the Contractor. The Contractor will comply with the requirements of the National Do Not Call List and the equivalent list administered by the State of Florida and with all rules and regulations related thereto; and the Contractor agrees to indemnify and hold harmless BrokerNation Real Estate, their officers, directors, employees, heirs, successors and assigns from and against any and all liability for fines, penalties, attorney fees and related costs and expenses arising of or in connection with any violation, by the undersigned or any person, firm or legal entity acting on the undersigned’s behalf, of the National Do Not Call List or the equivalent list administered by the State of Florida, including all rules and regulations related thereto.

18. MLS Input Responsibilities and Fines - Contractor agrees to comply with all policies, rules and regulations of BrokerNation Real Estate (BNRE), the Realtor Association and the DBPR. Contractor understands that MLS data input privileges are granted providing that contractor has completed the training offered by the Realtor Association. All inputted files in the MLS must have a completed listing and must be submitted to BrokerNation Real Estate within two (2) business days of the effective date of the listing contract. Any late

submitted files in the MLS may result in a $250.00 fine will be imposed after the late submission of each sale or rental listing. Contractor understands that no listing may be input in the MLS without a complete file. Any listing that appears on the Multiple Listing Service® without a complete file on hand will be placed in a “temporary off the market” status and may result in the termination of my data input privileges. Contractor agrees to reimburse the Broker for the amount of any fine 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 a credit card charge, which is hereby granted to Broker.

19. Good Faith – The parties to this agreement understand that any written document can only outline the parameters of the working relationship and that the Contractor and the Broker need to work together openly and honestly to resolve issues that arise in connection with the normal course of doing business. Contractor agrees to work conscientiously to abide by all state and federal laws and regulations applicable to the Florida Real Estate Commission.

20. Fair Housing – The Contractor understands that the Broker and all its agents, contractors, employees, and or associates operate and support all Fair Housing principals. Contractor has been advised that any conduct which does not comply with Fair Housing laws and practices can result in disciplinary action or termination of this agreement. Further the Contractor agrees voluntarily to keep up to date in Fair Housing principals as it applies to the sales and marketing in Real Estate practice.

21. Sexual Harassment – In accordance with Section 703, Title VII of the Civil Rights Act of 1964, it is the policy of the Company that the working environment of every employee and/or Independent Contractor shall be free from verbal and physical sexual harassment. The Company will never permit nor condone sexual harassment in the working environment, and any Independent Contractors who violate the policy will be subject to disciplinary action up to and including termination of his/her independent contract agreement.

22. Addendum -The following addendum is hereby incorporated into this Agreement: BROKERNATION REAL ESTATE, Policy Manual. (A copy of this policy manual has been provided.)

23. Miscellaneous Provisions – If any provision of this Agreement is found to be void or unenforceable by any court or arbitration panel, the finding will have no effect on any other provision of this Agreement, and all other provisions will remain in full force and effect.

24. Entire Agreement – This Agreement, including Schedules “A” and “B” and any Policies and Procedures Guidelines that BrokerNation Real Estate issues, constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement. No change, amendment, or waiver of any provision of this Agreement will be binding unless in writing and signed by both Contractor and Broker.

The undersigned Independent Contractor agrees to the terms and conditions set forth above and acknowledges receipt of a copy hereof.

Broker: Brokernation Real Estate Inc.
1801 NE 123 Street, Suite 421, Miami FL. 33181
License: CQ 1043989

Please indicate the program you chose:
Program Level ▼

Consent

❍I agree to the terms of this contract

November 24, 2026

X _____

Signature Certificate

Document name: BrokerNation Independent Contractor Agreement N. Miami

Unique Document ID: 46048DD2BD1F06012E33F36425265B6F907D212C

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December 17, 2020 4:15 pm EST	Amanda Lasada - amanda@brokernation.net added by BrokerNation Real Estate - brokernationre@gmail.com as a CC'd Recipient Ip: 96.77.53.162
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