



**INDEPENDENT CONTRACTOR  
AGREEMENT**

**THIS AGREEMENT** (“Agreement”) entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Benchmark Realty, LLC**, (hereinafter “Agency”) and \_\_\_\_\_, (hereinafter “Licensee”).

WITNESSETH

WHEREAS, Agency is doing business as a Real Estate Agency in the State of Tennessee, and is duly licensed therefore, and

**WHEREAS, Agency** procures the listings of real estate for sale, lease or rental, and/or finds prospective purchasers, lessees, and renters, and has and does enjoy the good will of, and a reputation for fair dealing with the public, and

**WHEREAS, Agency** maintains an office which is properly equipped with furnishings and other equipment necessary and incidental to the proper operation of said business, and

**WHEREAS, Licensee** now and for some time has been engaged in business as a real estate licensee licensed by the State of Tennessee, and enjoys, and has in the past enjoyed, a good reputation for dealing fairly and honestly with the public as such a licensee, and

**WHEREAS,** it is deemed to be to the mutual advantage of Agency and said Licensee to do business with each other in the manner hereinafter agreed to under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained,

IT IS HEREBY AGREED AS FOLLOWS:

1. This agreement does not constitute a hiring by either of the parties. The parties to the Agreement intend that Licensee be an independent contractor, and not an employee of Agency, so that Licensee retains absolute discretion and judgment in the way in which Licensee carries out listing and selling activities but Licensee agrees to carry out those activities in compliance with the State law, rules and regulations, and according to Agency’s policies and procedures. Agency has control over Licensee only to the extent necessary to comply with Tennessee State statutes, Real Estate Commission rules and regulations and the provisions of this Agreement. Licensee shall not be treated as an employee with respect to services and activities performed pursuant to this Agreement for Federal and State tax purposes. Agency shall not be liable for any obligation incurred by Licensee.
2. Agency agrees to make available to Licensee all of its current listings and other information relating to prospective purchasers, lessees or renters and to assist Licensee in his/her work by rendering full cooperation in every way possible. Nothing in this Agreement shall be construed to require that Licensee accept any particular listing or prospective listing suggested by Agency, nor shall Agency have the right or authority to direct Licensee to see particular parties or restrict Licensee’s activities to particular parties or particular areas.

3. Licensee agrees to use Licensee's best efforts to sell, lease or rent any and all real estate listed with Agency, to solicit additional customers/clients and listings, and otherwise promote Agency's business to the end that Agency and Licensee may derive profit from their respective professional activities.
4. Licensee agrees to conduct business so as to maintain and to increase the good will and reputation of Agency. Licensee further agrees to do nothing, either privately or publicly, that reflects negatively upon the reputation of the Agency.
5. Licensee agrees to follow Agency's policy manual which is incorporated herein by reference, and to perform duties according to the Agency's policies and procedures.
6. Agency will make available to Licensee certain aids for Licensee's use, including offering optional sales meetings, office manuals and forms, and secretarial staff if available.
7. The commissions to be charged for any services performed hereunder shall be those determined by Agency, and Agency shall advise the Licensee of any special contract relating to any particular transaction which Licensee undertakes to handle. When the Licensee performs any service hereunder whereby a commission is earned, said commission shall, when collected, be divided between Agency and Licensee according to the attached Commission Schedule. In the event of special arrangements with any client of Agency or Licensee on property listed with Agency or controlled by Licensee, a special division of commission may apply, such rate of division to be agreed upon in advance by Agency and Licensee. In the event that two or more duly licensed individuals participate in performing a service for which a commission is payable, or claim to have done so, the amount of the commission over that accruing to Agency shall be divided between the participating individuals according to agreement between them or if no such agreement is reached, Agency may arbitrate the matter pursuant to the Rules of the American Arbitration Association. The results of said arbitration shall be binding on the Licensee subject to the provisions of T.C.A. section 29-5-101 et seq and may be submitted for enforcement to a court of law or equity maintaining jurisdiction over such matter. Said arbitration shall take place only after all informal attempts at resolving the dispute have failed. In no case shall Agency be personally liable to Licensee for any commissions, but when the commission shall have been collected from the party or parties for whom the service was performed, said Agency shall hold the same in trust for Licensee and itself to be divided according to the terms of this Agreement.
8. The division and distribution of the earned commissions as set out in Paragraph 7 hereof, which shall be collected by Agency as aforesaid, shall take place as soon as practicable after collection of such commissions from the party or parties for whom the services may have been performed.
9. Agency shall not be liable to Licensee for any expenses incurred by Licensee or for any of Licensee's acts or omissions nor shall Licensee be liable to Agency for general office expenses or for any of Agency's acts or omissions.
10. Licensee shall pay all of the costs of a real estate license (including E & O insurance), business cards in a form acceptable to Agency and professional association dues. Agency and Licensee agree to coordinate advertising; pursuant to the Advertising Policy as defined in the Policy Manual. In all cases, advertising is to be submitted in content, design and format approved by Agency.
11. Licensee agrees to become, or maintain status as a REALTOR® in one of the following Associations: Greater Nashville Association of Realtors® (GNAR), Eastern Middle Tennessee Association of Realtors® (EMTAR), Middle Tennessee Association of Realtors® (MTAR), Robertson County Association of Realtors® (RCAR), Southern Middle Tennessee Association of Realtors® (SMTAR), or Williamson County Association of Realtors® (WCAR).

12. Licensee shall have no authority to bind Agency by any promise or representation, unless specifically authorized in a particular transaction; but the expense of attorney's fees, costs, transfer tax, title abstracts and the like which must, by reason of some necessity, be paid from the commission, or are incurred in the collection of, or the attempt to collect the commission, shall be paid by the parties in the same proportion as provided for herein in the division of the commissions.
13. Licensee releases Agency from any and all claims Licensee may have or ever have for work-related injuries and acknowledges that because of Independent Contractor status Licensee is not entitled to be compensated under Tennessee State Worker's Compensation law and expressly waives any right thereto. Licensee further acknowledges that Licensee is aware of Worker's Compensation coverage available to Licensee as a self-employed contractor directly from an insurance carrier.
14. Licensee shall supply satisfactory evidence of automobile liability insurance in an amount acceptable to Agency.
15. This contract may be terminated by either party at any time upon written notice to the other.
16. Licensee shall not, after termination of this contract, use to Licensee's own advantage, or the advantage of any other person or corporation, ANY information gained for or from the files of Agency.
17. This contract shall be governed by the laws of the State of Tennessee. In the event any portion of this Agreement is found to be void, it shall not affect the remaining provisions of said Agreement and such remaining provisions shall remain in effect and be binding on the parties hereto.

The party(ies) below have signed in agreement and acknowledge receipt of a copy.

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**AGENCY**

By: John M. Giffen, Principal Broker

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Date

**BENCHMARK REALTY, LLC**  
 318 Seaboard Lane, Suite 112  
 Franklin, TN 37067  
 Phone: 615-371-1544  
 Fax: 615-371-6310

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**LICENSEE**

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Date

\_\_\_\_\_

Print/Type Name