



## **KRRS Independent Contractor Agreement**

This contract is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Kentucky Residential Referral Service of Louisville, KY, hereinafter referred to as Owner/Broker and \_\_\_\_\_ of Kentucky, herein referred to as Associate.

Now therefore, in the consideration of the mutual premise set forth herein, it is agreed by and between Broker and Associate as follows:

### **Section I**

Where as, the Associate is willing to perform specialized referring duties for the Owner/Broker. The Associate must:

1. Contact the “referral” and get permission to refer him/her.
2. Obtain from the “referral”, the name, phone number, address, current real estate needs, and any other details the associate can determine while reinforcing the professional way the referral will be handled.

### **Section II**

The Broker will compensate to the Associate solely by the commissions accruing to him/her as set forth in the attached guidelines. When the Associate performs any service hereunder whereby a commission is earned, the commission shall, when collected, be divided between Broker and Associate. The Associate shall receive a proportionate share as agreed to by the parties from time to time and Broker shall receive the balance. In the event of special arrangements with any Referral, Broker or Associate on the property listed with Broker or controlled by Associate in which a special division of commission is indicated, such division shall be agreed upon in advance by Broker and Associate. In no case shall Broker be personally liable to Associate, nor shall Associate be personally liable to Broker, for any commission prior to its receipt, but when the commission shall have been collected from the parties for whom services were performed, Broker shall pay over to Associate his/her proportionate share according to the terms of this contract. The division and distribution of the earned commissions, which may be paid to or collected by Broker, shall take place as soon as possible after collections of such commissions from the party or parties for whom the services shall have been performed.

### **Section III**

Broker shall not be liable to Associate for any expenses incurred by the latter, nor shall Associate be liable to Broker. Expenses for Attorney's fees and similar costs which may, by reason of some necessity, be payable from commissions, or the attempt to collect a commission, shall be paid by the parties in the same proportion as provided for the division of commissions.

### **Section IV**

This contract and the association created hereby may be terminated by either party hereto at any time, and for any reason, upon written notice given to the other. Upon the termination of this contract for any reason any commission division between Broker and Associate relative to any disbursement made on any commission after the effective date of termination shall be on the basis of the division that would have been applicable to associate as of the closing of the sale had associate been an agent of broker under this contract at that date. Associate shall not, after the termination of this contract, for any reason, use to his own advantage, or to the advantage of any other person or entity, any information gained for or obtained from our files or the business of Broker and not generally in the public domain. Upon such termination, Associate shall promptly return all such written information to the Broker.

### **Section V**

Associate agrees to indemnify and save Broker harmless from and against any and all debts, obligations and liability incurred by Broker (a) in the event Broker is required to respond in damages by reason of any misrepresentation, promised or untrue statements made by Associate during the term of this contract, or during the course of negotiations with and as an inducement to any party to a real estate transaction handled by Associate, or (b) arising by reason of any act or omission of Associate in breach of this contract or in violation of any Federal, state, or local statutes, laws, rules, or regulations applicable to associate. Broker shall have the exclusive right to determine whether to commence litigation to collect any commission from third parties, or to settle any such litigation or dispute as the commissions due.

### **Section VI**

It is understood that during the term of this contract, Broker shall have the right to instruct Associate as to the services he/she is to perform, but that the relationship between Associate and Broker shall be that of an independent contractor. Associate shall not be treated as an employee, agent or partner of Broker with respect to the services to perform hereunder for any purpose (including without limitations, for Federal, state and local tax purposes.) No taxes of any type, social security, disability, worker's compensation or unemployment insurance payments, shall be collected on the Associate's behalf by the broker. Broker shall not be responsible or liable for any of the Associate's acts or omissions. Associates shall have no authority, expressed or implied, to bind Broker to

any obligations or commitment unless specifically authorized in writing in a particular transaction, and Associate shall not otherwise represent himself as having such authority to any other person or entity.

**Section VII**

Associate agrees to be bound by all of the provisions, terms and conditions of Broker's standard Guidelines of the Kentucky Residential Referral Service (KRRS), as the same may be amended or modified by Broker from time to time in its discretion (which Guidelines are incorporated herein by reference and made a part hereof). In the event, the provisions of this contract shall control. Associate acknowledges that he/she has read and fully understands the provisions of this contract, and allows the Broker to conduct such credit histories and background checks of Associate, as Broker deems necessary.

**Section VIII**

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. This contract is a personal service contract, and may not be assigned or otherwise transferred, in whole or in part, by Associate. This contract constitutes the entire agreement and understanding between Broker and Associate, superseding any and all prior written and oral agreements or understandings.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED**

THIS, CONTRACT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

ASSOCIATE: \_\_\_\_\_

BROKER: Brad DeVries  
Kentucky Residential Referral Service  
BY: \_\_\_\_\_  
Title: \_\_\_\_\_

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

To: Kentucky Real Estate Commission  
10200 Linn Station Road, Suite 201  
Louisville, KY 40223

I, \_\_\_\_\_ would like to place my real estate license  
with the Kentucky Residential Referral Service (KRRS).

Enclosed is my check.

\_\_\_\_\_ (your signature)