

SALESPERSON CONTRACT - PERCENTAGE CONTRACT
REAL ESTATE BROKER - REAL ESTATE SALESPERSON

This agreement is entered into and is effective this the ____ day of _____, 20____, by and between _____, (hereinafter "Salesperson") and _____, (hereinafter "Broker") for the mutual purpose and the consideration agreed to herein, as follows: [cross out any provisions not applicable]

1. **Salesperson to Use Best Efforts.** Salesperson will diligently pursue and use his/her best efforts to promote the interest of Broker and to complete sale(s) of the following:
 - (A)
 - (B)
2. **Salesperson Obligations.** It is further agreed that the salesperson is aware that he/she is to pay all local, state and national dues, MLS dues, E & O insurance annually, license renewal, continuing education and any other dues or self-promoting costs needed to do business in real estate. Salesperson and Broker agree that no contract of employment is created by this Agreement and that, to the extent allowable under applicable law, the relationship of the Salesperson to the Broker created hereunder is one of Independent Contractor.
3. **Monthly Fees by Salesperson.** Salesperson further agrees to pay a \$_____ per month servicing fee for use of copier, local fax services, MLS computer & printer, local phone calls, yard signs, desk and desk space.
4. **Referral Fees.** All referrals from _____, either inbound or outbound, are subject to [check one]: (a 50/50 split) or (other: [describe] _____).
5. **Setting of Commission.** All residential sales are assumed to be commissioned at 6%, raw land and farm and 10%, commercial and industrial 10%, multi-family 6%. If there is a variance from these rates, it must first be agreed upon by broker. If not agreed, then Broker is due its full share of the commission based on the usual rate.
6. **Other Agreements.** Any other agreement made between an agent to share in expenses at closing, etc. is born by the agent and deducted from his share of commission. Broker is to receive full commission without deduction.
7. **Expenses.** Marketing representative agrees to pay all bills when presented to him/her by broker such as applicable long distance phone bills, MLS dues, E&O insurance, advertising, magazine charges, etc. each month on a timely basis.

8. **Broker Advertising.** Broker agrees to pay for at least one (1) advertisement in _____ and one (1) other advertisement at broker's discretion.
9. **Commission Scale and Exhibit Hereto.** The agreed upon beginning commission split, after the \$_____ franchise fee is deducted, is 50/50 with 50% going to marketing representative and 50% going to company. Commission split is then based on a graduating scale which is attached to this contract as exhibit “_”, if agreed upon.
10. **Entirety.** This Agreement contains the complete agreement between the parties and supersedes all prior discussions, negotiations and writings between the parties as related to the same subject matter.
11. **Applicable Law.** This Agreement is subject to the laws of the State of _____ and in the event that one or more provisions are found to be inapplicable by a court of competent jurisdiction, the remainder shall be construed insofar as practicable to give continuing effect to this Agreement.
12. **Other Provisions.** [describe] _____

WITNESS THE SIGNATURES of the parties to this Agreement:

Signature of Broker

Signature of Salesperson