

**Independent Contractor Agreement between Broker and Associate**

It is agreed by **REAL ESTATE OF FLORIDA JENSEN BEACH, INC. d/b/a REAL ESTATE OF FLORIDA, (FREDERICK H. KRAUS/REAL ESTATE OF FLORIDA**) Hereinafter referred to as “**Broker”**, and**, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** Hereinafter referred to as “**Associate”,** as follows:

**Broker** is licensed as a real estate broker in the State of Florida and performs acts designated within

Chapter 475, Florida Statutes, enjoys goodwill and a reputation for dealing with the public, and maintains an office for the purpose of serving the public as a real estate broker.

**Associate** is licensed as a sales associate (license number SL\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) or broker associate (license number BK/BL\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) in the State of Florida and is properly qualified to deal with the public as such. Effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“effective date”), **Broker** and **Associate** agree to associate pursuant to the following terms and conditions.

**1. Employment Status: Broker** retains **Associate** as an independent contractor to assist **Broker** in the performance of real estate-related activities. With respect to the clients and customers for whom service is performed within the scope of this Agreement, **Associate** will be construed to be an agent of **Broker**; otherwise, **Associate** will not be deemed a servant, employee, joint venturer, or partner of **Broker** for any purpose. **Associate** will not be treated as an employee for federal tax purposes with respect to the services performed for **Broker** under this Agreement. **Associate** is responsible for paying her/his own estimated income tax payments, self-employment taxes, occupational taxes, and other taxes, if any, to the appropriate governmental entities. **Broker** will not withhold any taxes from compensation due to **Associate**, nor will **Broker** provide worker’s compensation insurance for **Associate**.

**2. Associate Responsibilities: Associate** will use her/his best efforts to procure real estate-related business for **Broker** and will conduct her/his business in a reputable manner and in conformance with all laws, rules, regulations, and codes of ethics that are binding upon or applicable to real estate licensees, and with **Broker’s** office policy manual, if any.

**(a) Compliance: Associate** recognizes and acknowledges the obligation to keep abreast of all legal and other issues that affect the real estate industry as they may change from time to time. **Associate** will not commit any act that violates Florida real estate license law.

**(1) Fair Housing: Broker** and **Broker’s** company support and practice Fair Housing principles. **Associate** has been advised that failure to comply with Fair Housing principles will result in appropriate disciplinary action and possible termination of this Agreement. **Associate** warrants and represents that it is **Associate’s** intent to attend Fair Housing instructional programs, keep current on developments in Fair Housing as it affects real estate marketing and sales, and comply with the Fair Housing laws and regulations. **Associate** understands this acknowledgment, warranty, and representation and agrees to it voluntarily.

**(2) Office Policy Manual: Broker** maintains an office policy manual. **Associate** has received a copy and agrees to comply with the manual and such modifications, addenda, and changes as

may be incorporated therein from time to time.

**(b) License Renewal; Continuing Education; Dues: Associate** will be responsible for timely renewing

**Associate’s** real estate license and for completing all legally required continuing education in a timely manner and maintaining the records that evidence such completion as required by the Florida Real Estate Commission. **Associate** will be responsible for paying all license fees, membership dues, and fines.

**(c) Broker Supervision: Associate** will be deemed to be working under **Broker’s** supervision only to the extent required by Chapter 475, Florida Statutes. **Associate** will perform all activities, including those activities **Broker** requires **Associate** to perform, independently without **Broker’s** supervision or control.

**(d) Broker Property: Associate** acknowledges that all pending sales and listings taken during the term of this Agreement are **Broker’s** property. All programs, forms, data, keys, manuals, signs, and other paraphernalia relative to the business of **Broker** are **Broker’s** property, as are all documents and other items pertaining to transactions.

**(e) Property of Others:** In accordance with Florida law, **Associate** will deliver to **Broker**, by the end of the next business day following receipt, any funds or other items that a consumer has entrusted to **Associate** in connection with a real estate transaction.

**(f) Responsibility: Broker** will not be liable to **Associate** for any expenses incurred by **Associate** nor for any of **Associate’s** acts. **Associate** will have no authority to bind **Broker** by any promise or representation, oral or otherwise, unless specifically authorized in writing in a particular transaction. Suits, whether for fees or otherwise, against clients, customers, and others in the real estate business will be maintained only in **Broker’s** name. **Associate** is responsible for providing all tools necessary to perform the duties outlined. **Associate** will also be responsible for providing **Associate’s** own automobile and is responsible for transportation expenses, including insurance in the minimum coverage amount of $100,000 for personal injury protection liability and insurance in the minimum coverage amount of $100,000 for bodily injury liability and insurance in the minimum coverage amount of $100,000 for property damage liability and other expenses incidental to performing **Associate’s** duties without receiving any reimbursement from **Broker**. **Broker** will be named as an

additional insured in all such policies.

**(g) Indemnification: Associate** will indemnify and hold **Broker**, its officers, directors, and employees harmless from all claims, demands, suits, costs, and expenses, including reasonable attorneys’ fees at all levels, of whatever nature and description to the extent based on **Associate’s** representations, acts, omissions, negligence, willful misconduct, or violation of laws, rules, regulations, codes of ethics, this Agreement, or office policy manual.

**3. Broker Responsibilities:**

**(a) Access to Listings: Broker** will provide **Associate** with access to all current listings of **Broker** and listings made available to **Broker** through offers of cooperation, except those listings that **Broker**, in her/his/its discretion places exclusively in the possession of another associate.

**(b) Access to Facilities: Associate** may use **Broker’s** then existing office facilities for the performance of **Associate’s** duties as described above.

**(c) Compensation: Broker** will negotiate all terms and conditions of fees charged clients, including but not limited to the amount and payment date. **Broker** will compensate **Associate** in proportion to **Associate’s** output with regard to real estate-related activities and not to hours worked by **Associate**. Such compensation will be solely through commissions as described below or in **Broker’s** office policy manual, if any. In the event of conflict between **Broker’s** office policy manual and this Agreement, the terms of the office policy manual will prevail. **Broker** may deduct from **Associate’s** compensation any amounts due from **Associate** to **Broker**.

**(1) Amount; Payment: See Exhibit “A”**

**(2) Dividing Compensation with Other Licensees:** If two or more associates participate in rendering a

brokerage service to the public, or claim to have done so, **Broker** will determine, in **Broker’s** sole and

absolute discretion, the amount of the fee due **Associate**.

**(3) Incentives:** If a seller or listing office offers a premium, bonus, or other incentive, if such premium, incentive, or bonus is in the form of money, then If such incentive is other than money (i.e., a cruise, trip, or other matter having economic value but not delivered in money), then such premium, bonus, or incentive will go to **Associate**. If a nonmonetary incentive goes to **Associate**, **Broker** will report the fair market value of the incentive as income to **Associate**, as **Broker** must collect and deliver the incentive to **Associate** to preserve the respective legal

positions of the parties.

**(4) Benefits: Associate** will be provided no minimum salary, vacation pay, sick leave, or any other fringe benefit.

**(5) Collection of Fees: Broker** will not be required to prosecute or sue any party in order to collect any fee for services performed by **Associate**. However, if **Broker** incurs attorney’s fees and costs in the collection of or attempt to collect a fee, such amounts will be deducted from **Associate’s** commission in the same proportion as provided for herein in the division of the fee.

**(6) Compensation after Termination of Agreement:** After termination of this Agreement, **Broker** will pay **Associate** any amount earned before termination less amounts owed to **Broker** and amounts **Broker** must pay another licensee to complete pending transactions for which **Associate** was responsible before termination.

**4. Errors and Omissions Insurance: Broker** maintains Errors and Omissions insurance which coverage includes **Associate**.

**5. Term; Termination:** This Agreement will be in effect for 7 year(s) from the effective date, unless changes are made by **Broker**, in which case, the revised agreement will be signed by both parties and will supersede this agreement. Either party may terminate this Agreement by 30 days’ advance written notice to the other party. **Broker** may terminate this Agreement without notice for wrongful conduct by **Associate**. Failure by either party to maintain active licensure status pursuant to Chapter 475, Florida Statutes, will be deemed automatic termination. **Associate** will not, after termination of this Agreement, use to her/his own advantage, or to the advantage of any other person or entity, any information gained from the business of the **Broker** relating to property for sale, lease, or rental, or **Broker’s** customers or clients. Upon termination of this Agreement, **Associate** will return all **Broker’s** property to **Broker** with no copies made or retained by **Associate**.

**6. Confidentiality: Associate** acknowledges that **Broker** may disclose confidential information to **Associate** during the course of this Agreement. Any such information that is or should be reasonably understood to be confidential or proprietary to **Broker**, including mailing lists, customer and client lists, sales, costs, unpublished financial information, product and business plans, projections, marketing data, computer data, computer programs and supporting documentation, and **Broker’s** office policy manual, if any, are considered confidential property of **Broker**. **Associate** will take reasonable steps and use due care during the term of this Agreement and after its termination to prevent the duplication or disclosure of confidential information, other than by or to **Broker’s** employees or agents who must have

access to the information to perform their duties for **Broker**.

**7. Dispute Resolution:** This Agreement will be construed under Florida law. All disputes between **Associate** and another associate in **Broker’s** firm will be resolved by **Broker**. All disputes between **Broker** and **Associate** will be mediated under the rules of the **American Arbitration Association** or other mediator agreed upon by the parties. The parties will equally

divide the mediation fee, if any. In any litigation between **Broker** and **Associate**, the prevailing party will be entitled to recover reasonable attorneys’ fees and costs at all levels, any dispute not resolved by mediation will be settled by neutral binding arbitration in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration or litigation (including appeals and interpleaders) will pay its own fees, costs, and expenses, including attorneys’ fees at all levels, and will equally split the arbitrators’ fees and administrative fees of arbitration.

**DATED THIS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ASSOCIATE OFFICE MANAGER**



**EXHIBIT “A”**

**COMMISSION AGREEMENT**

**ADDENDUM TO “BROKER/ASSOCIATE AGREEMENT”**

**REAL ESTATE OF FLORIDA**

**100% COMMISSION PROGRAM**

1. Gross Commission over $1,950.00 Transaction fee $395.00
2. Gross Commission under $1,950.00 Transaction fee 20% (not to exceed $395.00)
3. Gross Commission over $20,000.00 Transaction fee $1,000.00
4. ALL RENTALS Transaction fee 20% (not to exceed $395.00)
5. Commissions may be paid at closing, as long as your file is complete with all required documents in the paperless pipeline within 48 hours prior to closing or commissions will be paid within SEVEN (7) banking days after the deposit is made, and a complete file is posted to PAPERLESS PIPELINE with all required documents.
6. NO TRANSACTION FEE after your team/agent successfully closes 20 sales transactions within a calendar year, you will no longer have a transaction fee, it will be waived for the remainder of that calendar year.
7. All office referrals are 25% to the office and no additional transaction fees.
8. Annual renewal fee is $395.00. If less than (1) one transaction the previous year. NO FEE to associate if he/she closed (1) or more transactions the previous year.
9. All agents must be members of the NATIONAL ASSOCIATION OF REALTORS, FLORIDA ASSOCIATION OF REALTORS, AND A LOCAL BOARD OF REALTORS.
10. All associates and Independent Contractors are expected to send quarterly payments to the IRS.

Associate Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Office Manager: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Associate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Office Manager: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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



**REAL ESTATE OF FLORIDA**

**POLICY AND PROCEDURE’S MANUAL**

MISSION STATEMENT:

Our mission at Real Estate of Florida is to help create successful Real Estate careers. We will accomplish this through a sustainable harmonious long-term relationship with our agents. We will stay up to date in the rapidly changing business environment to constantly have cutting edge tools for our agents’ success. By having real estate agents, we will be known as a leader providing great service to the real estate community.

PREFACE:

The purpose of this Manual is to set forth general guidelines to be followed in the day-to-day operation of the Company. It can never be so complete as to cover every incident, nor can it answer every question. In any matter not covered by this Manual, Management will decide and be guided in such decisions by experience, the REALTORS Code of Ethics, the Multiple Listing Association Rules and Laws, and Regulation of the Real Estate Commission, all of which are incorporated herein by reference. Management will, from time to time, make additions and revisions, which will be announced and published to become effective with reasonable notice. A copy of this Manual is always available for reference.

Real Estate of Florida is herein referred to as Company, Broker, Office, Firm or Management. Salespeople shall be referred to as Associates. The relationship of the Company to its Associates is that of Independent Contractor and no Employer/Employee relationship exists or is to be implied from any title, provision or language used in this Manual.

FAIR HOUSING:

SALESPERSON has been advised that failure to comply with Fair Housing principles shall result in appropriate disciplinary action and possible termination of this Agreement. SALESPERSON warrants and represents that it is SALESPERSON’S intent to attend Fair Housing instructional programs and keep current on developments in Fair Housing as it affects real estate marketing and sales. SALESPERSON understands this acknowledgement, warranty and representation and agrees to it voluntarily.

ESCROW FUNDS:

Real Estate of Florida does not have an in-house escrow account. Earnest money, lease deposits and other money; Purchase and Sale (Earnest Money) shall be immediately delivered to a proper escrow agent in accordance with the State Law.

Rule 61J2-14.008: Of the Florida Administrative Code now requires licensees, who prepare or present an offer, to indicate the name, address and telephone number of the attorney or Title company that will serve as escrow agent.

The most recent versions of the FAR and FAR/BAR contract forms provide the space needed to write the necessary information. Within Three (3) business days after initial and subsequent deposits are due under the contract, the licensee’s broker must make written request to the escrow for written verification that the deposit has been made.

Within ten (10) business days after making the request for written verification from the escrow agent that the deposit has been made, the licensee’s broker must provide the seller’s broker, or the seller directly if the seller has no broker, with a copy of the written verification provided by the escrow agent or written notice that licensee’s broker did not receive verification from the escrow agent. Please note that all communication must be in writing.

OFFICE PROCEDURES:

**SELLERS REAL PROPERTY DISCLOSURE:**

This form is mandatory for every residential real estate sale. You must provide a disclosure to the other agent, even though you might not represent the buyer. If one party is not willing to sign, just write that on it and have your client sign the disclosure. This document is required in every file by our E&O Insurance and a file is NOT COMPLETE without this disclosure.

**DISCLOSURE INFORMATION AND AGREEMENT FORM:**

All sales of real property require the use of this disclosure. This disclosure outlines important information relative to the purchase of real estate that all buyers should be aware of. Also, the disclosure includes the Broker Only commission Fee of $345.00 payable to Real Estate of Florida at closing in addition to any other commission to be collected.

**OFFICE INVENTORY SHEET:** The office staff will provide from time to time an updated list of the Company’s exclusive listings. It is every individual agent’s responsibility to keep their listing information current in the MLS.

**PENDING TRANSACTIONS:** All Agents are required to provide Real Estate of Florida with contracts after they are fully executed.

**BROKER/ASSOCIATE RELATIONSHIP:**

The opportunity is taken here to remind each Associate to read, and from time to time, re-read the Florida State Real Estate License Law.

Associates are reminded, particularly, that the Broker is responsible for their actions. It is our belief that if Associates adhere to the forthcoming guidelines, the Broker will never have occasion to appear before the Real Estate commission or appear before a Court of Law on their behalf.

Associates are reminded, again, that they are Independent Contractors. The Company shall have no obligation to withhold taxes or Social Security from brokerage fees. To the benefit of both the Associate and the Company, an Independent Contractor Agreement shall be signed by both parties, dated and one copy shall be retained by the Associate for his or her own use.

Changes of the Independent Contractor Agreement shall be in writing, signed, and dated by the Company and the Associate. The Independent contractor Agreement will always take precedence of this Procedures Manual and will serve as a binding contract between the Company and the Associate.

**ETHICS:**

Defined simply, the word “ethics” means moral principles and quality of practice. In the Real Estate business, ethics govern our professional relationship with our prospective buyers and sellers and with our fellow REALTORS. Our ethics represent our honesty, integrity and spirit for proper conduct.

**CONDUCT:**

**DRESS CODE:** It has always been the policy of Real Estate of Florida to encourage their sales people to dress in a business-like fashion. Everyone should keep in mind that we often have just one opportunity to create a good initial impression. Whatever the style or color, it goes without saying that the clothes should be coordinated and pressed with shoes shined, all of which give the appearance of a successful person.

**CARE OF CARS:** Since an agent’s car is the “office” most seen and used by the clients and customers, it is expected that it will be kept clean and free of clutter to make a good impression. It is also in the agent’s best interest to keep the following items stored neatly in the vehicle: purchase and sale agreements, listing agreement, hammer, screwdriver, stapler, flashlight and any such materials that might be necessary in the day-to-day management of the real estate business. Each agent must furnish his/her own automobile, registered in the State of Florida and pay all its expenses. The agent shall provide evidence of insurance coverage with limits of bodily injury, property damage liability $300,000 of combined single limit coverage or more, medical payments of $100,000 to each person.

**OFFICE APPEARANCE:** All desk areas should be cleared when leaving for the day. In addition, all Associates share in the responsibility of maintaining neatness in other parts of the office, i.e., work, conference, training and kitchen areas. Remember just clean up after yourself. The orderliness of the office should always reflect a businesslike atmosphere.

**DRINKING:** Alcohol is prohibited on company premises. It is further suggested that salespeople do not drink during work hours. It is unwise to appear at the office or make business calls with alcohol on your breath. Such action only defeats your efforts, encourages disrespect and incurs ill will of clients and associates.

**SMOKING:** There is NO smoking in any area in the office or adjacent to the building or parking lot area. Agents will not smoke in front of the building at any time.

**OFFICE COMMUNICATIONS:** If you’re taking a day off or an extended vacation, it is expected that you let the receptionist know who will be taking care of your business in your absence or how you plan on accommodating your clients. Failure to make these arrangements may result in assigning another Associate to complete work and commission adjustment.

**MESSAGES:** All agents are required to have voicemail (i.e., cell phone with voicemail, home phones with answering machine or voicemail, pager with voicemail). Associates should also have an e-mail address.

In special circumstances, the office may take written messages. Whenever possible, the office will attempt to notify Associate of important phone messages and incoming faxes.

ADVERTISING:

**PHILOSOPHY:** The Company is working toward a balanced advertising program. For this to be accomplished, the Company must not be bound by sellers who expect, or demand, special advertising on their individual properties. The company reserves the right to select and use advertisements, which will fit into a well-balanced program and secure the greatest number of prospects for sellers’ properties. It is a policy of the Company to advertise only those properties on which the Company has an Exclusive Right to Sell Agreement.

RELOCATION:

A 25% referral fee shall be charged on all Company generated referral as accepted and assigned by Management. These referrals may be from any third party, Program, “Third-Party” companies, Affinity Groups, etc. Incoming referrals, with the exception of personal contacts, are the property of the Company and shall be handled in the best interest of the Company. Outgoing referrals will be disbursed at Associate’s current commission split. Incoming referrals will be disbursed at 75/25 regardless of agent’s split. Referrals generated by the Company, whereby agent assigned said referral, leaves company and affiliates with another real estate company, said referral shall be retained by Broker. In any event, a referral fee will be paid to referring company. In the event an agent had given a referral and is unable to adequately continue with it, it must be returned to management. Under no circumstances shall an agent be allowed to pass the referral on to another agent on his or her own without management approval.

**OFFICE POLICY AND PROCEDURE MANUAL AGREED UON AND RECEIVED BY:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Agent Date**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Office Manager Date**

 

 ***DISCLOSURE INFORMATION AND AGREEMENT FORM***

***Information Relative to the Purchase of Real Estate***

Real Estate of Florida hereby provides this statement to afford you, as a consumer, some information with which to make an informed decision on the purchase or rental of real property in Florida. You should carefully read all agreements to ensure that they adequately express your understanding of the transaction. This form is provided for your information. If legal, tax or other advice is desired, consult a competent professional in that field.

1. **CLOSING COSTS AND BROKER ONLY COMMISSON FEE**. Upon the closing of the sale of the real property, the Buyer may be required to pay additional costs in the form of closing costs under the terms of the purchase and sale contract and the Buyer’s mortgage loan commitment, if any. A list of some of the known major cost items is as follows: appraisal fee, application, survey, inspections (termite, roof, toxic or hazardous substances), credit report, title insurance, closing charges, title examination, mortgage transfer or service fee, recording of deed, recording fee on mortgage, assumption fee on existing mortgage, service fee (or origination fee) on any new mortgage, intangible tax on new mortgages or assumed mortgages, documentary stamps on new notes, set-up of escrow accounts (taxes and insurance), insurance policy, mortgage lender’s attorney’s fees, and broker’s Broker Only Commission Fee. I/We understand and agree that at closing, additional sums will be required from the Buyer/Tenant in the form of closing costs. The mortgage lender or closing agent will provide an estimate of these costs. These closing costs will include Real Estate of Florida **Broker Only Commission Fee of** **$345.00**.

2. **DISCLOSURES**. Throughout the transaction you may receive more than one disclosure form. You should read all disclosure forms carefully when presented to you, taking into consideration the relationship between you and the real estate broker in your specific transaction. Real Estate of Florida will act as transactional broker.

3. **INSPECTIONS**. As a prospective Buyer you should exercise your right to order and arrange for any and all property inspections, which you feel, are necessary. You have the right as a Buyer/Tenant to employ, at your expense, a licensed engineer, home inspection specialist, or other expert of your choice to inspect the property and provide to you an analysis of that property as a condition of a purchase offer of lease. It may be prudent to obtain, as a minimum, roof, and termite inspection. If interested ask your agent about a home warranty.

4. **LEGAL REQUIREMENTS**. In Florida, all contracts for real property, and leases for periods in excess of one year, are required to be in writing to be enforceable and to comply with the law. You have the right to have legal counsel represent you in any real estate transaction. As a real estate broker, the Broker is prohibited from giving you legal advice regarding your rights and obligations in this or any other transaction

5. **EQUAL HOUSING OPPORTUNITIES**. The broker is required by law and the ***National Association of Realtors, Code of Ethics*** to treat all parties in a property transaction fairly without regard to race, color, religion, national origin, ancestry, sex, age, marital status, presence of children or physical or mental handicaps. In addition, in Broward County you may not discriminate with regards to sexual orientation and/or family status.

6. **FINANCING**. Mortgage rates and points vary with financial institutions and the marketplace. The Buyer has the right to select the lender, the right to negotiate the terms of financing and other terms and conditions of loan arrangements within the requirements of the sales contract. The Broker may recommend a specific lender(s), but you still have the right to select any other lender of your choice.

7. **HIDDEN/KNOWN DEFECTS**. Florida law requires the Seller to disclose to any potential Buyer any known defects which may not be readily visible. The Broker has not conducted a physical inspection of the property to discover concealed defects, to determine the presence of any lead hazard or any other toxic substance or to determine the accuracy or completeness of the Owner’s disclosures or any marketing brochure, property description or property information. The Broker has not examined the public records to determine the property’s compliance with applicable zoning, building codes or other applicable law.

8. **THIRD PARTY VENDORS**. Broker may provide you with names of service providers (including, but not limited to, home inspectors, engineers, contractors, repairpersons, or attorneys) that other consumers have used or of whom we are aware. Our doing so shall not in any way be construed to be recommendation or endorsement of, nor is Broker warranting the work of any such providers. The final choice of any service provider rests solely with you. You agree to release, hold harmless and indemnify Broker from all claims or losses that in any way arise out of, or relate to, the selection of use of any such service provider.

9. **PROPERTY TAXES**. You should not rely on the seller’s current property taxes as the amount of property taxes that you will be obligated to pay. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you are the current owner of a Florida homesteaded property, you may be able to transfer a portion of the Save Our Homes benefit to another qualifying Florida property. If you have any questions concerning valuation, taxation, or tax portability, contact the County Property Appraiser’s Office.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Buyer Date Signature of Buyer Date



Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ License #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Expire Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SSN# or EIN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Your Board: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Todays Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

How long have you been an active Real Estate Agent? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of your current Broker: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Are you a full time or Part time agent? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

How long have you lived in the area? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

What is your average number of sales per year? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please tell us about yourself: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2391 SE Ocean Blvd, Stuart, Florida 34996

(772) 334-1110 Office, (772) 334-1120 Fax

**State of Florida**

**Department of Business and Professional Regulation**

**Florida Real Estate Commission**

**Change of Status for Sales Associates and Broker Sales Associates**

**Form # DBPR RE 11**

Check the box for the relevant transaction in Section I and complete the applicable additional section(s) only. Leave the sections that are not relevant to your desired transaction blank. If you have any questions or need assistance in completing this form, please contact the Department of Business and Professional Regulation, Customer Contact Center, at **850.487.1395**.

***For additional information see Instructions at the end of this form.***

**Section I – Transaction Types**

|  |
| --- |
| **TRANSACTION TYPES**  |
| * Add Employee [3020] Become Inactive [4020]
* Terminate Employee [4020] Change Employer [9007]
 |

**Section II – Associate Information**

**ASSOCIATE**

**INFORMATION**

License Number:

La

st/Surname

First

Middle

Suffix

Primary Phone Number

r

Primary E

-

Mail Address

**Section III – Broker or Company Information**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **COMPANY INFORMATION**  |  |  |  |  |
| Last/Surname (Qualifying broker) First  | Middle  |  |   | Suffix  |
| License number of real estate company:  |  |  |  |  |
| Name of real estate company:  |  |  |  |  |
| Primary Phone Number  | Primary E-Mail Address  |  |  |  |  |
| Signature of qualifying broker that is adding or terminating employee:  |  |  |  |  |

**Section IV – Affirmation By Written Declaration**

|  |
| --- |
| **AFFIRMATION BY WRITTEN DECLARATION**  |
|  I certify that I am empowered to execute this application as required by Section 559.79, Florida Statutes. I understand that my signature on this written declaration has the same legal effect as an oath or affirmation. Under penalties of perjury, I declare that I have read the foregoing application and the facts stated in it are true. **I understand that falsification of any material information on this application may result in criminal penalty or administrative action, including a fine, suspension or revocation of the license.**   |
| Signature:  | Date:  |
| Print Name:  |