

SUN COUNTRY REALTORS

Bless This House LLC

Independent Contractor Agreement

THIS INDEPENDENT CONTRACTOR AGREEMENT, this _____ day of _____, 2018, by and between _____, residing at-----

Sun Country Realtors (hereinafter referred to as the "Sales Associate") and **Frank Christensen Jr** (Qualifying Broker/Owner)--having principal place of business at 223 E Spruce St., Deming Nm. 88030 (hereinafter referred to as "Broker").

Witnesseth:

Whereas, Sales Associate and Broker are each respectively duly licensed pursuant to Article 12-A of the Real Property Law of the State of New Mexico, and WHEREAS, the parties hereto have freely and voluntarily entered into this Agreement, without duress.

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed as follows:

1. Sales Associate is engaged as an independant contractor associated with the Broker pursuant to New Mexico Real Estate Property Law and shall be treated as such for all purposes.
2. Sales Associate (a) shall be paid a commission on Sales Associate's gross sales, if any, without deduction for taxes, which commission shall be directly related to sales or other output; (b) shall not be entitled to a

draw against commissions; (c) shall not receive any remuneration related to the number of hours worked; and (d) shall not be treated as an employee with respect to such services for Federal and State Income tax purposes.

3. Sales Associate shall be permitted to work such hours as Sales Associate may elect to work.

4. Sales Associate shall be permitted to work out of Sales Associate's residence or the offices of Broker.

5. Sales Associate shall be free to engage in employment other than within the Real Estate field.

6. Broker may provide office facilities and supplies for the use of Sales Associate. All other expenses, including but not limited to automobile, travel, and entertainment expenses shall be borne by Sales Associate.

7. Broker may offer initial training and hold periodic sales meetings. The attendance by Sales Associate at such sessions shall be according to Office Policies.

8. Broker shall not offer a group insurance plan.

9. Broker may elect, but shall be under no obligation, to assign leads to Sales Associate on a rotating basis. Sales Associate shall be responsible for procuring Sales Associates own leads.

10. Broker and Sales Associate shall comply with the requirements of

New Mexico Real Estate Property Law and the regulations pertaining thereto.

11. This contract and the association created thereby may be terminated by either party hereto at any time upon notice given by one party to the other.

12. For purposes of this Agreement the term "Broker" shall include individual real estate brokers, real estate brokerage companies, real estate brokerage corporations and any other entity acting as a principal broker and the term "Sales Associate" shall include real estate sales associates and real estate brokers, who, as real estate licensees, associate with and place their real estate license with a principal broker.

13. Sales Associate hereby agrees to and hereby assigns to Broker irrevocably and without the necessity of any additional consideration, all of Sales Associates right, title and interest in any copyright rights or other intellectual property rights in any property listing posted by Sales Associate in the MLS system or otherwise provided to the MLS. Such right, title and interest shall be deemed assigned as of the moment of creation without any further action on the part of either party. During and after the term of this independent contractor agreement, Sales Associate shall confirm such assignment by executing and delivering such assignments or other instruments and take any action necessary to enable Broker to secure, protect, enforce and defend its copyrights in such data and/or content.

14. This agreement shall be governed and construed in accordance with the laws of the State of New Mexico.

15. No waiver of any of the provisions of this agreement or any of the rights or remedies of the parties hereto shall be valid unless such waiver is in writing , signed by the party to be charged therewith.

16. Whenever in this Agreement any notices are required to be given, such notices shall be in writing and shall be sent by registered mail or certified mail, return receipt requested, to the party entitled to receive the same.

17. This Agreement and all of its terms, covenants and provisions insofar as applicable, shall be binding upon and insure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

Sales Associate

Date

QB/Owner

Date