



AGREEMENT made this first day of _____, 20___, by and between _____, residing at _____, (hereinafter referred to as the "Sales Associate") and Delphi Real Estate, having a principal place of business at 36 Garth Road, Scarsdale, New York; (hereinafter referred to as the "Broker" or "Delphi").

WHEREAS, the Sales Associate and Broker are each respectively duly licensed pursuant to Article 12-A of the Real Property Law of the State of New York, 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. For purposes of this agreement 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.
2. Sales Associate is engaged as an independent contractor associated with the Broker pursuant to Article 12-A of the Real Property Law and shall be treated as such for all purposes, including but not limited to Federal and State Income Taxation; withholding tax regulations, Unemployment Insurance and Worker's Compensation.
3. 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.
4. Sales Associate shall be permitted to work such hours as Sales Associate may elect to work and shall be free to engage in outside employment or work but may not use the Delphi facilities for such work unless specifically agreed to by Delphi
5. Sales Associate shall be permitted to perform such work at Sales Associate's residence or the offices of Broker or any other location in the sole discretion of Sales Associate.
6. Broker may provide office facilities and supplies for the use of Sales Associate. All other expenses, including but not limited to stationary, errors and omissions insurance, automobile, travel, and entertainment expenses shall be borne by Sales Associate.
7. Broker may offer training and hold periodic sales meetings. The attendance by Sales Associate at such sessions shall be at the option of Sales Associate.
8. Broker may offer a group insurance plan, and if Sales Associate wishes to participate therein all premiums shall be paid by Sales Associate.
9. Broker may elect to, but shall be under no obligation, to assign leads to Sales Associate on a rotating basis. Sales Associate shall be responsible for procuring Sales Associate's own leads.
10. Sales Associate shall comply with the requirements of Article 12-A of the Real Property Law and the regulations pertaining thereto as well as all other federal, state and local laws. Sales Associate will be held responsible for violation of any of these laws. Such compliance shall not affect Sales Associate's status as an independent contractor nor shall such compliance be construed as an indication that Sales Associate is an employee of Broker for any purpose whatsoever.
11. The parties acknowledge that Broker has elected to maintain membership as a REALTOR with an affiliated Board of New York State and National Association of REALTORS. To ensure adherence by Sales Associate with Broker's obligations as REALTOR, Sales Associate agrees that during the term of this agreement, Sales Associate will maintain individual membership status in the Board of REALTORS and that Sales Associate will adhere to the REALTORS Code of Ethics.
12. This contract and the association thereby may be terminated by either party hereto at any time upon notice given by one party to the other.

13. For all purposes of this Agreement, the words, "Received by DELPHI" or "Collection by DELPHI" shall mean "within ten (10) days after receipt by DELPHI of funds in cash." In the event DELPHI shall receive less than the full commission that is due in connection with any transaction, DELPHI shall be obligated to pay Salesperson only the pro rata share of the funds actually collected by DELPHI.

14. In the event a commission is paid to DELPHI in which Salesperson is entitled to share but another real estate broker disputes or may dispute the right of DELPHI to receive all or any portion of such commission, Salesperson agrees that DELPHI may hold said commission in trust until such dispute is resolved or sufficient time has passed to indicate to DELPHI, in DELPHI'S sole and absolute judgment, that no action or proceeding will be commenced by such other real estate broker regarding the subject commission.

15. DELPHI does not guarantee the salesperson's compensation nor salesperson's position as a creditor on a transaction. In the event a transaction becomes involved in a bankruptcy, foreclosure or if commission is not collected for some other reason, DELPHI may elect to pursue or not to pursue a commission. DELPHI may, within DELPHI'S sole discretion, determine whether or not any litigation or dispute shall be prosecuted, defended, compromised or settled and the terms and conditions of any compromise or settlement, or whether or not any legal expense shall be incurred shall be decided upon in the sole discretion of DELPHI. If DELPHI elects to pursue the commission, the salesperson will have the option to:

- a.) Agree to pay the costs of collection, including legal fees on a pro rata basis and receiving commission recovered on a pro rata basis net of legal costs. The salesperson will be responsible for paying their pro rata share of costs within thirty (30) days of the data invoiced regardless of whether or not there is a recovery.
- b.) Elect not to participate in the costs of collection, including legal fees, and thereby waive their rights to any recovery of commission and any other salesperson's rights.

16. Seller paid Bonuses paid to DELPHI will be split with the salesperson in the same ratio as the regular commission. Delphi will not agree to a reduce the regular commission when a bonus is offered.. DELPHI will not attempt to enforce bonus agreements unless the agreements were negotiated by DELPHI and are in writing.

17. Termination. -- Rights of terminated Salesperson to commissions.

- a.) Sale or rental listings. If at the time of the termination of Salesperson's affiliation with DELPHI, Salesperson has produced written listings for the benefit of DELPHI, the Salesperson shall be entitled to receive 90% of the current rate of commission when the listing is sold or rented. If the listing expires and is renewed after the termination date of such original listing through the efforts of the same Salesperson, the salesperson's new broker shall be entitled to receive 85% of the current rate of commission for such listing.
- b.) Sales or leases. Salesperson shall be entitled to receive 90% of the current rate of commission when negotiations started by a salesperson result in a sale or lease.

18. This Agreement shall be governed and construed by and in accordance with the laws of the State of New York and shall be binding upon the heirs, executors, administrators and assigns of the parties.

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

20. 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.

21. This agreement and all of its term, covenants, and provisions insofar as applicable, shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the individual parties hereto have hereunto set their hands and seals, and any corporate party has caused this instrument to be signed by a corporate officer and caused its corporate seal to be hereunto affixed, all as of the day and year first above written.

Salesperson

Date

Delphi Real Estate

Date