



PERSONAL ASSISTANT CONTRACT (Between Associate-Licensee and Licensed or Unlicensed Assistant) (C.A.R. Form PAC, Revised 10/04)

This Agreement, dated \_\_\_\_\_, is between \_\_\_\_\_, ("Associate-Licensee") and \_\_\_\_\_ ("Assistant").

Assistant desires to work for Associate-Licensee, and Associate-Licensee desires to use the services of Assistant. In consideration for the covenants and representations contained in this Agreement, Associate-Licensee and Assistant agree as follows:

1. ASSOCIATE-LICENSEE is a California real estate licensee with a [ ] salesperson's, or [ ] broker's license. Associate-Licensee is licensed under \_\_\_\_\_ ("Broker") or [ ] (if checked) works for him/herself.

2. ASSISTANT REAL ESTATE LICENSE: Assistant [ ] does, [ ] does not, hold a California real estate license. If Assistant does hold a real estate license, the license must be furnished to Broker immediately upon execution of this Agreement.

3. EMPLOYEE OR INDEPENDENT CONTRACTOR STATUS: Assistant shall be an employee (or, if checked, [ ] independent contractor) of Associate-Licensee. Associate-Licensee shall be responsible for compliance with all local, state and federal laws applicable to the type of relationship defined, such as, but not limited to, minimum wage, tax and other withholdings, workers' compensation and anti-discrimination. The type of relationship agreed to has significant tax and legal consequences. Associate-Licensee and Assistant are each advised to consult with an attorney, accountant, or any other appropriate professional regarding these matters.

(Workers' Compensation Advisory: Even though Assistant may be treated as an independent contractor for tax and other purposes, the California Labor and Workforce Development Agency may consider Assistant to be an employee for workers' compensation purposes. If Assistant is or is considered to be an employee: (i) Associate-Licensee must obtain workers' compensation insurance for Assistant; and (ii) Associate-Licensee, not Assistant, must bear the cost of workers' compensation insurance. Penalties for failure to carry workers' compensation include, among others, the issuance of stop-work orders and fines of up to \$1,000 per agent, not to exceed \$100,000 per company.)

4. DUTIES: Assistant shall assist Associate-Licensee in fulfilling Associate-Licensee's obligations under the Independent Contractor agreement (C.A.R. Form ICA, attached) between Associate-Licensee and Broker. Assistant shall comply with all obligations of Associate-Licensee imposed under the terms of that agreement and any office policy established by Broker. Associate-Licensee shall monitor the work and results of Assistant. If Assistant does not have a real estate license, Assistant shall not engage in any activity for which a real estate license is required. (Assistant may become more familiar with these limitations by reading the "DRE Guidelines for Unlicensed Assistants.") In addition, and more specifically, Assistant shall perform the following activities: \_\_\_\_\_

5. COMPENSATION: Assistant shall be entitled to compensation as follows (or [ ] , if checked, as specified in the attached addendum.) \_\_\_\_\_

6. PROPRIETARY INFORMATION: (A) All files and documents pertaining to listings, leads and transactions are the property of Broker, and (i) shall be delivered to Associate-Licensee immediately upon request, or termination of this Agreement, and (ii) shall not be copied without the express consent of Associate-Licensee. (B) Assistant shall not use to his/her own advantage, or the advantage of any other person, business, or entity, except as specifically agreed in writing, either during Assistant's association with Broker, or thereafter, any information gained for or from the business, or files of Broker.

7. ERRORS AND OMISSIONS INSURANCE: Associate-Licensee represents that (check one): [ ] A. Assistant is covered by errors and omissions insurance obtained by Broker. [ ] B. Assistant is covered by errors and omissions insurance obtained by Associate-Licensee. [ ] C. Assistant is not covered by errors and omissions insurance.

8. AUTOMOBILE: Assistant shall maintain automobile insurance coverage for liability and property damage in the following amounts \$ \_\_\_\_\_ / \$ \_\_\_\_\_, respectively. Associate-Licensee and Broker shall be named as additional insured parties on Assistant's policies. A copy of the endorsement showing the additional insured parties shall be provided to Associate-Licensee.

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Associate Licensee's Initials (\_\_\_\_) (\_\_\_\_) Assistant's Initials (\_\_\_\_) (\_\_\_\_)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



- 9. COMPLIANCE WITH APPLICABLE LAWS, RULES, REGULATIONS AND POLICIES:** Assistant agrees to comply with all local, state and federal laws and regulations, and any office policy and procedures to which Associate-Licensee is subject as a result of engaging in real estate activity.
- 10. INDEMNIFICATION:** Assistant agrees, regardless of responsibility, to indemnify, defend and hold Associate-Licensee harmless from all claims, disputes, litigation, judgments, awards, costs and attorneys fees, arising from any action taken or omitted by Assistant in connection with services rendered or to be rendered pursuant to this Agreement. Payment for any such claims or costs is due from Assistant at the time Associate-Licensee makes payment, and, if not then paid, can be offset from any compensation due Assistant. Associate-Licensee retains the authority to settle claims or disputes, whether or not Assistant consents to such settlement.
- 11. DISPUTE RESOLUTION:**
- A. Mediation:** Mediation is recommended as a method of resolving disputes arising out of this Agreement between Associate-Licensee and Assistant.
- B. Arbitration:** All disputes or claims between Associate-Licensee and Assistant which cannot be otherwise resolved, shall be decided by neutral, binding arbitration in accordance with substantive California law. The Federal Arbitration Act, Title 9, U.S. Code Section 1, et seq., shall govern this Agreement to arbitrate.
- 12. TERMINATION OF RELATIONSHIP:** Associate-Licensee or Assistant may terminate their relationship under this Agreement at any time, with or without cause. After termination, Assistant shall not solicit **(a)** prospective or existing clients or customers based upon company-generated leads obtained during the time Assistant was affiliated with Associate-Licensee, or **(b)** any principal with existing contractual obligations to Broker, or **(c)** any principal with a contractual transactional obligation for which Broker is entitled to be compensated. Even after termination, this Agreement shall govern all disputes and claims between Associate-Licensee and Assistant connected with their relationship under this Agreement, including obligations and liabilities arising from existing and completed listings, transactions, and services.
- 13. OTHER TERMS AND CONDITIONS AND ATTACHED SUPPLEMENTS:**
- Broker and Associate-Licensee Independent Contractor Agreement (C.A.R. Form ICA)
- Broker/Associate-Licensee/Assistant Three Party Agreement (C.A.R. Form TPA)
- Broker Office Policy Manual (or, if checked,  available in Broker's office)
- DRE Guidelines for Unlicensed Assistants
- California Association of REALTORS® Real Estate Licensing Chart

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- 14. ATTORNEY FEES:** In any action, proceeding, or arbitration between Associate-Licensee and Assistant arising from or related to this Agreement, the prevailing Associate-Licensee or Assistant shall be entitled to reasonable attorney fees and costs.
- 15. ENTIRE AGREEMENT:** All prior agreements between the parties concerning their relationship as Associate-Licensee and Assistant are incorporated in this Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final, complete, and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement may not be amended, modified, altered, or changed except in writing signed by Associate-Licensee and Assistant.

Associate-Licensee: \_\_\_\_\_ Date \_\_\_\_\_  
Signature

Associate-Licensee: \_\_\_\_\_  
Print Name

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Assistant \_\_\_\_\_ Date \_\_\_\_\_  
Signature

Assistant \_\_\_\_\_  
Print Name

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

