



BROKER/ASSOCIATE-LICENSEE/ASSISTANTS THREE-PARTY AGREEMENT (C.A.R. Form TPA, Revised 10/04)

This Agreement, dated _____, is made by _____ ("Broker"), and _____ ("Associate-Licensee"), and _____ ("Assistant").

In consideration for the covenants and representations contained in this Agreement, Broker, Associate-Licensee, and Assistant agree as follows:

- 1. BROKER: Broker represents that Broker is licensed as a real estate broker by the State of California, and is doing business as (firm name) _____, a [] sole proprietorship, [] partnership, or [] corporation. Broker is a member of the _____ Association(s) of REALTORS®, and a subscriber to the _____ Multiple Listing Service(s).
2. ASSOCIATE-LICENSEE: Associate-Licensee represents that he/she is licensed by the State of California as a [] real estate broker, [] real estate salesperson, and has entered into a separate agreement with Assistant for the performance of services related to Associate-Licensee's real estate activity.
3. ASSISTANT: Assistant represents that he/she has entered into an agreement with Associate-Licensee for the performance of services related to Associate-Licensee's licensed real estate activity. Assistant represents that he/she [] does, [] does not, have a California real estate license.
4. RELATIONSHIP AMONG THE PARTIES: Associate-Licensee has entered into an independent contractor agreement with Broker to perform real estate licensed activity under the name and license of Broker. Assistant works for Associate-Licensee as specified under the terms of their separate written agreement. Other than as specified in this Agreement, Assistant has no other agreements with Broker for the performance of any acts specified in the separate agreement with Associate-Licensee.
5. COMPLIANCE WITH REAL ESTATE LAW: Broker, Associate-Licensee and Assistant each acknowledge that California real estate law imposes certain obligations on a broker with regard to supervision, employment and compensation of any person who acts on behalf of the broker in pursuit of real estate licensed activity. Accordingly, Broker, Associate-Licensee and Assistant all agree that the following terms contained in this paragraph are made solely for the purpose of compliance with the real estate law and that no other inference of employment between Broker and Associate-Licensee, Broker and Assistant, or Associate-Licensee and Assistant shall be drawn therefrom. Broker has the right to review and supervise the files and activities of Assistant, the right to recommend termination and, if necessary, to actually terminate the relationship between Associate-Licensee and Assistant as it relates to the performance of acts under Broker's license. If Assistant has a California real estate license, and performs licensed activity, Assistant's real estate license shall immediately be given to Broker. If Assistant is licensed as a real estate salesperson and performs licensed activity, then: (i) all compensation to Assistant for licensed activity shall be paid through Broker, and (ii) for the sole and limited purpose of complying with California real estate law, the Assistant shall be deemed employed by Broker.
6. ASSISTANT COMPENSATION: Associate-Licensee shall be solely responsible for compensation to Assistant under the terms of their agreement. If payment of compensation to Assistant must be made through Broker because Assistant has a California real estate license, then Associate-Licensee shall be responsible to Broker for such compensation and all administrative and other costs necessary to accommodate the relationship between Associate-Licensee and Assistant. Any compensation paid to Assistant, and all administrative and other necessary costs, shall be offset against any compensation due Associate-Licensee by Broker.

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TPA REVISED 10/04 (PAGE 1 OF 3)

Broker's Initials () ()
Associate-Licensee's Initials () ()
Assistant's Initials () ()

Reviewed by _____ Date _____



BROKER/ASSOCIATE-LICENSEE/ASSISTANT THREE-PARTY AGREEMENT (TPA PAGE 1 OF 3)

Agent: Patrick Hale Phone: 619.309.7883 Fax: 619.401.4083 Prepared using WINForms® software
Broker: Realty Source, Inc. 365 Broadway Ave., Suite 201 El Cajon, CA 92120

7. INSURANCE:

A. Automobile: Assistant shall maintain automobile insurance coverage for liability and property damage in the following amounts \$ _____ /\$ _____. Broker shall be named as an additional insured party on Assistant's policies. A copy of the endorsement showing the additional insured parties shall be provided to Broker.

B. Workers Compensation: Broker does, does not, carry workers compensation insurance which covers Assistant. (If checked) Associate-Licensee agrees to carry workers' compensation insurance which covers Assistant.

(Workers' Compensation Advisory: Even though Assistant may be treated as an independent contractors 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)** Broker or Associate-Licensee must obtain workers' compensation insurance for Assistant; and **(ii)** Broker or 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.)

C. Errors and Omissions: Broker does, does not, maintain errors and omissions insurance which covers the activities of Assistant.

D. All: Whether Broker carries workers compensation, errors and omissions, unemployment, liability or any other insurance which provides coverage for Assistant or Associate-Licensee, Broker does so in the exercise of Broker's business judgment, for the sole benefit of Broker, and all parties agree that, other than for compliance with California real estate law, no inference of employment between Broker and Associate-Licensee, Broker and Assistant, or Associate-Licensee and Assistant shall be drawn therefrom.

8. PROPRIETARY INFORMATION: All files and documents pertaining to listings, leads and transactions are the property of Broker and shall be delivered to Broker by Assistant immediately upon request or termination of the relationship between either Broker and Associate-Licensee or Associate-Licensee and Assistant. 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. After termination, Assistant shall not solicit: **(i)** prospective or existing clients or customers based upon company-generated leads obtained during the time Associate-Licensee was affiliated with Broker; **(ii)** any principal with existing contractual obligations to Broker; or **(iii)** any principal with a contractual transactional obligation for which Broker is entitled to be compensated.

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. 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.")

10. INDEMNITY AND HOLD HARMLESS: Assistant agrees, regardless of responsibility, to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, awards, costs and attorney's fees arising from any action taken or omitted by Assistant, in connection with services rendered or to be rendered, pursuant to Assistant's agreement with Associate-Licensee.

11. DISPUTE RESOLUTION:

A. All Disputes: This Agreement shall govern all disputes and claims among Broker, Associate-Licensee, and Assistant or between Broker and Assistant, arising out of their relationship under this and any attached agreements, and applies even after termination of any relationship with Assistant.

B. Mediation: Mediation is recommended as a method of resolving disputes arising out of this Agreement between and among Broker, Associate-Licensee, and Assistant.

C. Arbitration: All disputes or claims between Broker, 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.

Broker's Initials () ()
Associate-Licensee's Initials () ()
Assistant's Initials () ()

Reviewed by _____ Date _____



12. OTHER TERMS AND CONDITIONS AND ATTACHED SUPPLEMENTS:

- Broker and Associate-Licensee Independent Contractor Agreement (Such as C.A.R. Form ICA)
- Associate-Licensee and Assistant Agreement (Such as C.A.R. Form PAC)
- Broker Office Policy Manual (or, if checked, in Broker's office)
- DRE Guidelines for Unlicensed Assistants
- California Association of REALTORS® "Real Estate Licensing Chart"

13. ATTORNEY FEES: In any action, proceeding, or arbitration between or among Broker, Associate-Licensee or Assistant, arising from or related to this Agreement, the prevailing Broker, Associate-Licensee or Assistant shall be entitled to reasonable attorney fees and costs.

14. ENTIRE AGREEMENT: All prior agreements between the parties concerning their relationship as Broker, Associate-Licensee, and Assistant are incorporated in this Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final and complete 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 by a further agreement in writing executed by Broker, Associate-Licensee, and Assistant.

BROKER:

(Signature)

(Name Printed)

By
Its Broker Office Manager (check one)

(Address)

(City, State, Zip)

(Telephone)

(Fax)

(E-mail)

ASSOCIATE-LICENSEE:

(Signature)

(Name Printed)

(Address)

(City, State, Zip)

(Telephone)

(Fax)

(E-mail)

ASSISTANT:

(Signature)

(Name Printed)

(Address)

(City, State, Zip)

(Telephone)

(Fax)

(E-mail)

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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