



Employment Package

This employment package should be completed accurately by the independent contractor / employee. All information is subject to verification and Viking Realty Group may at its own discretion have a background check performed to make sure that no criminal records or complaint were filed against such person.

The following forms must be returned to the Broker of Records:

- Copy Of Associate Driver License
- Original Real Estate License
- Independent Contractor Status Affidavit
- Broker / Sales Associate Information
- Form W-9
- Independent Contractor Agreement Between Broker And Associate
- DBPR RE-2050 – Request For Change Of Status

All above items must be available and fully completed before employment begins.



Independent Contractor Status Affidavit

I, _____, sworn under oath, do depose as follows;
(Name of Sales Associate)

1. I have paid all of my own license fees and membership dues.
2. I am responsible for my own automobile and transportation expense, including insurance, without receiving any remuneration from the broker.
3. I have paid all entertainment expenses or other expenses incidental in obtaining or selling clients without receiving any reimbursement.
4. I have not been required by the broker to maintain any specific schedule or attend any mandatory sales meetings, nor am I required to follow special procedures.
5. I may work as I see fit or not work if I choose. I am not obligated to have set office or working hours.
6. I may schedule vacations as I please and be off work as I see fit.
7. I have not been required to meet any sales quotas.
8. I have received no minimum salary, sick pay, or other fringe benefits.
9. I do not receive instructions from the broker as to which customers or property I am to sell.
10. I pay my own income and FICA taxes.
11. I am not required to file reports with the broker concerning my business conduct or status of sale.
12. My association with the broker may be terminated by either party at any time upon agreed notice given to the other; but the right of the party to any fees which accrued prior to said notice shall not be divested by the termination of this arrangement.

X _____
Sales Associate

State of Florida County of _____, on this ____ day of _____, 20____,
personally appeared before me, the above named _____ and made oath that
the statements made above are true.

NOTARY PUBLIC

SEAL FS 013

My commission Expires _____



Broker / Sales Associate Information

Last Name: _____ **Middle Initial:** _____ **First Name:** _____

Home Address:

Street: _____

City: _____ **State:** _____ **Zip Code:** _____

Home Tel#: _____

Home Fax#: _____

Office Fax#: 954-442-5166

Cell #: _____

Email Address: _____

Date you received your Realtor License _____

Have you been active for the last two years? Yes No

If not for how long _____

Are you a Board Member? Yes No

Please state Board name: _____

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Independent Contractor Agreement Between Broker and Associate

FLORIDA ASSOCIATION OF REALTORS®

VIKING REALTY GROUP

("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/BL _____) broker associate (license number BK _____) in the State of Florida and is properly qualified to deal with the public as such.

Effective the _____ day of _____, _____ ("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 his/her 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 his/her best efforts to procure real estate-related business for **Broker** and will conduct his/her 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 does not maintain 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

Broker (_____) and **Sales Associate** (_____) acknowledge receipt of a copy of this page, which is Page 1 of 3 Pages.

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Eli Younes

Employment

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\$ _____ for personal injury protection liability and insurance in the minimum coverage amount of \$ _____ for bodily injury liability and insurance in the minimum coverage amount of \$ _____ 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 his/her/its discretion places exclusively in the possession of another sales associate.

B. Access to Facilities. **Associate** may utilize **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. When **Associate** performs any **Brokerage** service for **Broker** and **Broker** earns and collects a fee for such service, **Broker** will pay **Associate** within 3 days after the funds are collected and have cleared:

_____ % of the fee as commission for _____
_____ % of the fee as commission for _____
_____ % of the fee as commission for _____

(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 the proceeds will be split per agreed commissions.

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 **Broker** **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 attorneys 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 prior to termination less amounts owed to **Broker** and amounts **Broker** must pay another licensee to complete pending transactions for which **Associate** was responsible prior to termination.

4. Errors and Omissions Insurance. **Broker** maintains Errors & Omission insurance which coverage includes **Associate**. **Associate** will pay a portion of Errors & Omission coverage, as follows: \$50/transaction

5. Term; Termination. This Agreement will be in effect for _____ year(s) from the effective date. Either party may terminate this Agreement by _____ 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 his/her 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**.

Broker (_____) and **Sales Associate** (_____) acknowledge receipt of a copy of this page, which is Page 2 of 3 Pages.

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DBPR RE-2050 – Request for Change of Status

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 1940 North Monroe Street
 Tallahassee, FL 32399-0783
 Customer Contact Center: 850.487.1395
 FAX: 850.488.8040
www.myfloridalicense.com/dbpr

CHECK ACTION(S) REQUESTED
Transaction Type: <input type="checkbox"/> Become Active – no charge <input type="checkbox"/> Become Inactive – no charge <input type="checkbox"/> Add/Delete Trade Name – no charge <input type="checkbox"/> Become Sole Proprietor – no charge (Forms 2050 & 0080 required) <input type="checkbox"/> Change Broker/Owner Employer – no charge <input type="checkbox"/> Terminate Employee – no charge <input type="checkbox"/> Add/Delete PA or LLC - \$30.00 fee required – see F.S. 475.161 <input type="checkbox"/> Request for Multiple License - \$95.00 <input type="checkbox"/> Renew license <input type="checkbox"/> Qualifying Broker (CQ package required) <input type="checkbox"/> Owner/Developer (Forms 2050 & 0080 required)

ASSOCIATE INFORMATION	
License Number	Licensee Name
Contact Information (telephone number or E-Mail address)	

BROKER OR ORGANIZATION INFORMATION	
Broker License Number	Organization License Number
Broker/Owner Name	
Organization Name	
Trade Name (if applicable)	Contact Info. (telephone number or E-Mail address)
Are you now or with the issuance of this license, an officer, director, member, or partner of any corporation, partnership, or L.L.C. which acts as a broker? Yes <input type="checkbox"/> No <input type="checkbox"/>	
If yes, please list name of entity	

ATTEST STATEMENT	
REQUIRES SIGNATURE OF BROKER <u>AND</u> ASSOCIATE*	
(Except for Add/Delete PA or LLC – which may be signed by the licensee)	
I affirm that I have provided the above information completely and truthfully to the best of my knowledge.	
Broker/Owner Sign Here: _____	Date: _____
<small>*Broker signature not req. for Assoc. inactive status or add/delete PA –LLC</small>	
Print Broker/Owner Name: _____	
Associate Sign Here: _____	Date: _____
<small>*All Associate requested changes require signature</small>	