



Medlock Realty Group LLC
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INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made between Medlock Realty Group LLC ("Broker"), a Georgia limited liability company, and ("Sales Associate" or "Contractor"), effective as of .

1. Independent Contractor Status

Sales Associate is an independent contractor, not an employee, agent, or legal representative of Broker. Sales Associate controls the means, methods, and schedule of work, is not eligible for employee benefits, and has no authority to bind Broker or incur obligations on Broker's behalf. Sales Associate is solely responsible for all taxes, licenses, insurance, and other business obligations. Nothing herein creates a partnership, joint venture, or employment relationship.

2. Term

This Agreement begins on the date first written above and continues until terminated in accordance with Section 16.

3. Membership Plan & Fees

Sales Associate selects and authorizes the following plan upon joining Medlock Realty Group LLC:

- Plan Type:
- Annual Fee: \$
- Per-Closing Fee: \$
- Optional GAMLS Membership: (if "Yes," Sales Associate authorizes a recurring charge of \$ /month until canceled in writing with required MLS/ Broker processing lead time).

Sales Associate authorizes Broker (and Broker's payment processor) to charge, debit, and/or net from commissions or closing disbursements all plan, transaction, MLS, technology, compliance, and other agreed fees. If a closing does not fund or commissions are insufficient, Sales Associate agrees Broker may invoice and auto-debit the balance using the payment method on file.

4. Commission & Compensation

Sales Associate earns 100 percent (100 %) of the gross commission income generated from their real estate transactions, minus any membership, transaction, or administrative fees required under this Agreement and their selected plan. All commissions for licensed real estate activity are processed in accordance with Georgia license law and GREC Rule 520-1-.10.

Except as otherwise provided below, all commissions must be paid to and through Broker, who will then disburse the appropriate portion to Sales Associate. At Broker's discretion, a pre-approved Pay-at-Closing Authorization may allow the closing attorney to pay Sales Associate directly from closing proceeds. This option is available only when:

1. The authorization is requested by Sales Associate and approved in writing by Broker before the closing;
2. The authorization identifies the specific transaction(s) covered; and
3. All required plan, transaction, and membership fees are remitted to Broker at closing.

Broker retains no portion of Sales Associate's commission except for those fees specifically described in this Agreement or the selected plan. Sales Associate may not accept any form of compensation for licensed activities from any person or entity other than Broker or as authorized under a written Pay-at-Closing Authorization.

5. Errors & Omissions Insurance

Broker maintains an Errors & Omissions (E&O) insurance policy covering the brokerage and affiliated licensees. Sales Associate is covered under the policy provided that all required fees are current. Coverage applies only to acts performed within the scope of real estate brokerage activity and in compliance with Georgia law. Sales Associate shall be responsible for any applicable deductibles or uncovered claims resulting from their actions or omissions.

6. License & Compliance

Sales Associate shall maintain an active Georgia real estate license in good standing and comply with all applicable laws and rules, including GREC rules, the Georgia Brokerage Relationships in Real Estate Transactions Act, Fair Housing laws, and Broker policies/procedures. All licensed activity occurs under the supervision of the Principal Broker. Sales Associate must complete all required education timely and comply with all MLS rules (if applicable).

7. Advertising & Marketing

All advertising, websites, social media, signs, and promotional materials must:

- comply with GREC Rule 520-1-.09 (Advertising) and other applicable laws;
- clearly identify Broker's licensed name ("Medlock Realty Group LLC") in a conspicuous manner;
- use any team names only as permitted by GREC and Broker policy; and
- obtain Broker's written approval for paid campaigns, templates, or materials referencing Broker's brand.

Sales Associate bears all marketing costs and shall immediately correct any non-compliant advertising upon Broker notice.

8. Records & Confidentiality

Sales Associate shall submit all executed contracts, disclosures, and transaction documents within 48 hours of execution (or sooner if required by MLS/contract). Broker will retain records per legal requirements and Broker policy. Sales Associate shall keep client and Broker information confidential, use it only for brokerage purposes, protect it with reasonable safeguards, and return/destroy it at Broker's request or upon termination. Confidentiality survives termination.

9. Office & Technology

Medlock Realty Group LLC operates as a virtual brokerage. No physical office space is provided. Broker provides digital systems for transaction management, communication, and compliance. Sales Associate shall use such systems consistent with Broker policy, data-security requirements, and applicable law. Access may be revoked at termination.

10. Taxes & Expenses

Sales Associate shall be responsible for all self-employment taxes and expenses, including transportation, dues, insurance, and assistants. Broker will issue IRS Form 1099 annually for amounts paid. If Sales Associate uses an assistant: (a) unlicensed assistants may perform administrative tasks only as permitted by GREC; (b) licensed assistants must hang their license with Broker and, if commission-based, be paid through Broker; and (c) Sales Associate remains responsible for supervision and compliance.

11. Trust Funds; RESPA/Fair Housing/Do-Not-Call

Sales Associate shall handle earnest money and other client funds strictly in accordance with contract terms and Georgia law (funds to the designated lawful holder). Sales Associate shall comply with RESPA (no kickbacks, referral fees, or “things of value”), Fair Housing laws, and TCPA/CAN-SPAM requirements for solicitations.

12. Indemnification

To the extent permitted by law, Sales Associate shall defend, indemnify, and hold harmless Broker and its owners/officers/employees from all claims, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising from Sales Associate’s acts, omissions, negligence, violations of law/MLS rules, or breach of this Agreement. Broker will reasonably cooperate in the defense.

13. Termination

Either party may terminate this Agreement at any time with or without cause by written notice (email acceptable if acknowledged). After termination:

- Commissions for transactions already under binding contract as of the termination date will be paid per this Agreement and Broker policy, conditioned on Sales Associate’s continued cooperation to close and file completion.
- Sales Associate must immediately cease using Broker branding and return all Broker property, data, and confidential information.

14. Dispute Resolution & Arbitration

This Agreement is governed by Georgia law. Except for (i) equitable/injunctive relief, (ii) small-claims matters, and (iii) complaints or proceedings before GREC/MLS or other regulators, any dispute arising out of or related to this Agreement shall be resolved by binding arbitration administered by the American Arbitration Association in Fulton County, Georgia, under its Commercial Rules. The prevailing party is entitled to reasonable attorneys’ fees and costs. *(Optional: The parties waive any right to bring or participate in class or collective actions.)*

15. Entire Agreement

This document constitutes the entire agreement between the parties and supersedes all prior understandings, written or verbal. Any amendment must be in writing and signed by both parties. Sales Associate may not assign this Agreement without Broker's written consent; Broker may assign to a successor brokerage.

16. Notices

Notices under this Agreement will be sent to the parties' last known email and physical addresses on file and are deemed delivered upon confirmation of receipt (or two business days after certified mail dispatch).

17. Execution & Signatures

If any provision is unenforceable, it will be modified to the minimum extent necessary to be enforceable, and the remainder will remain in effect. This Agreement may be executed in counterparts and via electronic signatures (e.g., DocuSign), each deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the effective date indicated above.

Broker:

Medlock Realty Group LLC

By: Elena Ferro, Principal Broker

Sales Associate:

Signature:

Date: