

# Independent Contractor Agreement Order Form

Frascona, Joiner, Goodman & Greenstein, P.C. ("FJGG")

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Please complete this form to order your Independent Contractor Agreement. Email, fax, or mail it to us.

1. **Name Designation:** \_\_\_\_\_

(Name of Brokerage Firm EXACTLY as it Should Appear on Forms)

2. **Employing Broker:** \_\_\_\_\_

(Please Print Clearly)

3. **Primary Contact:** \_\_\_\_\_

(Name of individual completing the Order Form, if NOT Employing Broker)

4. **Address:** \_\_\_\_\_

\_\_\_\_\_, CO \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

## Custom Features (Check ONLY ONE for each feature):

5. **Notarizations Page:**  Yes  No

This ICA specifies that the company is not obligated to provide worker's compensation insurance to its brokers. The ability to avoid worker's compensation depends on brokers being treated as independent contractors under the law. Brokers are more likely to be treated as independent contractors if the document is notarized. Notarizing the ICA may be difficult if your company does not have a notary in house. Ideally, you would include this page and have it notarized for all ICAs, but it is better to not have the notarizations page than to include the notarizations page and not complete it. Choose the option that works best for your situation.

6. **While a listing or deal is active: [Check A or B.]**

- A. The Company keeps centralized files which Licensees check-out and check-in as they need access to those centralized files.
- B. Licensees keep and maintain client files while transaction is active, with a limited central file containing minimal information.

**7. Ownership of Listings At Termination:**  Company  Contractor

There are some disadvantages to having the ownership of listings remain with the company upon the termination of the ICA. For example, it may be more difficult to recruit established brokers to your company – if they bring established relationships to the company, they will want to take them when they leave the company. Another disadvantage is that it may be harder to attract ambitious brokers who want to create a book of business and have the flexibility to take it with them in the future. In addition, in reality it is often difficult to enforce the company’s ownership of the listings because clients tend to go with who they want despite the terms of the ICA. Notwithstanding the above, some companies have a business model of keeping the ownership of these relationships with the company. Choose which structure best balances your company’s needs.

**8. OPTIONAL Non-Compete Language (add \$150):**  Yes  No

If you would like to include language which restricts your licensees’ ability to compete against you after they leave your company, the addition of such provisions increases the price by \$150. **This fee includes a mandatory consultation with an attorney** to discuss issues associated with non-compete language. If you select this option, we will contact you to arrange the consultation.

**9. OPTIONAL Marijuana Policy (add \$150):**  Yes  No

Clients have inquired about addressing marijuana use among agents. There are too many variables to consider for us to develop a “one size fits all” provision addressing this issue, but we are happy to address these questions on a case-by-case basis. If you would like to include provisions addressing marijuana policies, the addition of such provisions increases the price by \$150. **This fee includes a mandatory consultation with an attorney** to discuss your company’s needs and issues associated with these provisions. If you select this option, we will contact you to arrange the consultation.

**10. Total Amount of Payment:** [Check One.]

- \$300 Semi-Custom Independent Contractor Agreement **WITHOUT** Optional Additions
- \$450 Semi-Custom Independent Contractor Agreement **WITH ONE** Optional Addition (Non-Compete or MJ Policy)
- \$600 Semi-Custom Independent Contractor Agreement **WITH BOTH** Optional Additions (Non-Compete & MJ Policy)

**11. Method of Payment:** [Check One.]

- I have enclosed my check made payable to FJGG.
- Please charge my VISA/MasterCard account number

\_\_\_\_\_  
Expiration Date: \_\_\_\_\_ / \_\_\_\_\_

Credit Card Billing Zip Code: \_\_\_\_\_ Credit Card Security Code: \_\_\_\_\_

\_\_\_\_\_  
Cardholder's Signature

If you wish to consult us about potential variations or additions, do not hesitate to call or schedule an appointment with an attorney. These consultations and subsequent drafting will be \$350/hour.

**REQUIRED AUTHORIZATION FROM EMPLOYING BROKER:** I am the Employing Broker for my company and would like you to prepare these forms and send them to my firm. I understand that while my order creates an attorney-client relationship between FJGG and my brokerage firm, this is a limited services engagement such that taken by itself; my order of a Broker Product Form does not preclude FJGG from representing other clients who have interests adverse to mine.

\_\_\_\_\_  
Employing Broker Signature