SMART
— BROKERAGES —

INDEPENDENT CONTRACTOR AGREEMENT

Licensed by the Real Estate Council of Ontario

This Agreement is between **Smart Brokerages** (the "Brokerage") and the undersigned **Independent Contractor / Realtor** (the "Agent"). We're excited to welcome you to our team. This document sets out our mutual understanding of how we work together in a clear, agent-friendly way.

1) Independent Contractor Relationship & Flexibility

- You are joining as a self-employed independent contractor, not an employee.
- You choose your own work schedule, manage your own business activities, and are responsible for your own expenses.

2) No Lock-In Commitment (Freedom to Move)

Smart Brokerages believes in earning your trust, not binding you:

- No minimum time commitment.
- No penalties or fees charged by the Brokerage for leaving.
- If you decide to move on, just let us know so we can ensure a smooth transition for any open files.

3) Compliance

You agree to comply with all applicable laws, rules, and regulations (including those of RECO, TRESA, REBBA, TRREB, and any other governing bodies). Any fines or penalties arising from your conduct are your responsibility.

4) Support, Tools & No Monthly Office Fees

- No monthly office fees.
- Annual Brokerage Fee: $129.99 + HST, payable at sign-up and each year on your anniversary date thereafter.
- We provide access to the forms, MLS with some limitations, resources, and full broker support you need to operate your business.

5) Commission & Transaction Fees (Simple Structure)

A. Single-Family Residential (Sale/Purchase): $495.00 + HST per completed transaction — you keep 100% of the earned commission.

B. Lease & Referral Transactions: $199.99 + HST per lease or referral — you keep 100% of the earned commission.

C. Commercial Transactions:

Fees and commissions for commercial sales, purchases, or leases shall follow the same structure outlined above, unless otherwise agreed in writing.

D. MLS Listings:

The Brokerage will create the MLS listing in the Brokerage name as the Listing Brokerage.

You (the Agent) always act as the Listing Agent for your listing, earn the full listing commission, and pay the applicable flat transaction fee(s) above.

6) Board Memberships & Optional Additional MLS Exposure

The Brokerage maintains membership with:

- Toronto Regional Real Estate Board (TRREB) (serving both TREB and non-TREB offices),
- Cornerstone Association of REALTORS®, and
- OnePoint Association of REALTORS®.

TREB/TRREB MLS Upload: Agents are not charged by the Brokerage for uploading their listings to TRREB MLS.

Optional Add-On Posting: For added exposure, at your request the Brokerage can also post your listing to the Cornerstone and/or OnePoint Real Estate Boards. The cost is $99.99 + HST per board, payable prior to submission.

7) Transaction Documentation

You agree to provide the Brokerage with complete documentation for all transactions — successful or not — including agreements, disclosures, amendments, notices, correspondence, and related records needed for compliance.

8) Record-Keeping

Agent will keep accurate records of your real estate communications (calls, emails, texts, notes) in accordance with applicable legislation and make them available for review if required by law or regulation.

9) Guidance & Representation in Professional Matters

Where needed to protect clients, you, and/or the Brokerage, we may participate or represent in professional standards matters, arbitration, or similar proceedings. Our goal is fair resolution, compliance and looking after our clients' best interests.

10) Commission Collection & Payment

The Brokerage will make reasonable efforts to collect commissions owing and remit amounts due to you promptly once funds clear and required paperwork is complete.

11) Dispute Response & Reasonable Costs (Agent-Friendly)

If a transaction-related dispute or regulatory response is required, we'll act in good faith and coordinate a practical response. You agree to:

- Cooperate fully and provide truthful information; and
- Be responsible only for reasonable, actual out-of-pocket costs that are directly attributable to your conduct and pre-disclosed to you in advance (e.g., specific filing fees or unavoidable third-party costs).

We aim to resolve matters efficiently and transparently in the interest of both parties.

12) Communication

Official correspondence can be sent to admin@smartbrokerages.com or by mail to:

Smart Brokerages
1 Edgewater Drive, Suite 216, Toronto, ON M5A 0L1
Tel: 416-289-2890

13) No Partnership, Joint Venture, or Employment

This Agreement does not create a partnership, joint venture, or employer-employee relationship. We are independent businesses working together.

AGREED & ACCEPTED

Independent Contractor (Realtor)	**Smart Brokerages**
_____	_____
Name: Salesperson/Broker	Manager / Broker of Record for Smart Brokerages