

OFFICE MANAGER EMPLOYMENT AGREEMENT

NOTE: This form is used by a broker when employing a licensed broker or sales person as an office manager for their brokerage operations, to establish their duties as the office manager and the fee schedule for their earnings.

DATE: _____, 20____, at _____, California.

Broker hereby employs Licensee as the Office Manager of Broker's real estate office located at _____

1. OFFICE MANAGER AGREES TO:

- 1.1 Maintain a real estate license in the State of California and act as Office Manager for Broker.
- 1.2 Provide managerial/supervisory service under the direction of the Broker or the Designated Officer in Broker's employ.
- 1.3 Diligently perform duties assigned and immediately deposit and account to Broker for all cash or checks received by Office Manager or employees assigned to him.
- 1.4 Develop a working relationship with each licensee employed at this office.
- 1.5 Assist in the implementation of Broker's policy manual and any other directions given by Broker.
- 1.6 Review all correspondence and documents made or received by Broker or his agents.
- 1.7 Organize and participate in any educational programs or meetings specified by Broker.
- 1.8 Assure the existence of a full inspection and disclosure of the conditions of any property to be sold, bought, leased or encumbered by Broker's clients.
- 1.9 Obligate Broker to no agreement without Broker's prior consent.
- 1.10 Expose Broker to no liability to any third party without Broker's prior consent.
- 1.11 Join and pay fees for Office Manager's membership in any professional organization in which Broker is a member.
- 1.12 Divulge to no one the business or names of clientele, lists or descriptions of forms, trade secrets or business practices of Broker during or after the term of this agreement.
- 1.13 Also be employed by Broker as an Independent Contractor. Concurrent herewith, Office Manager and Broker have entered into and signed a separate Independent Contractor's employment agreement. [See **RPI Form 506**]
 - a. Any conflicts in the terms of these agreements shall be controlled by this agreement.

2. BROKER AGREES TO:

- 2.1 Create the necessary resolutions to adopt this agreement.
- 2.2 Maintain a license as a real estate broker in the State of California.
- 2.3 Maintain an office with proper facilities to operate a real estate brokerage business.
- 2.4 Maintain membership in the following professional organization(s):
 - Multiple Listing Service
 - Local branch of the California Association of Realtors and National Association of Realtors
 - _____
- 2.5 Maintain listings.
- 2.6 Provide advertising approved by Broker.
- 2.7 Provide worker's compensation insurance for Office Manager.
- 2.8 Maintain the following insurance coverage for Office Manager:
 - Errors and Omissions Health Dental Life
 - _____
- 2.9 Indemnify Office Manager for the expense of any legal action arising out of the proper performance of Office Manager's duties.
- 2.10 Pay Office Manager as specified in the Office Manager's fee schedule, section 3 of this agreement.
- 2.11 Withhold from the Office Manager's compensation all appropriate state and federal income taxes, state disability insurance, and social security taxes.
- 2.12 Other _____

3. OFFICE MANAGER'S FEE SCHEDULE:

- 3.1 The Office Manager is to be compensated under this agreement solely for his administrative efforts.

3.2 Broker shall pay Office Manager monthly, on the tenth business day following the end of each calendar month of employment, _____% of Broker's share of gross fees, after deducting any portion earned by Broker's agents, other Brokers and any Franchisor, received in the brokerage business during the preceding calendar month.

3.3 The fee schedule may be changed by Broker on 30 days prior written notice to Office Manager.

3.4 On termination, Office Manager will be paid on a pro rata basis for any period of employment he has not been compensated.

4. TERMINATION:

4.1 This agreement shall continue until termination by mutual written agreement, or 30 days after either party serves written Notice of Termination, or either party, for cause, serves written Notice of Termination.

4.2 For one year after termination, Office Manager will not interfere with Broker's continuing relationship with his clients and employees, nor induce or attempt to induce any sales staff to discontinue representing Broker for the purpose of representing another broker.

4.3 For one year after termination and within 25 miles of the office, Office Manager is not to become employed with any real estate brokerage business, nor employ or become employed with any real estate licensee who was employed by Broker during the six months prior to termination.

5. GENERAL PROVISIONS:

5.1 Broker reserves the exclusive right to determine whether any dispute involving the Broker and third parties and arising from Office Manager's performance of assigned duties shall be prosecuted, defended or settled.

5.2 Before any party to this agreement files an action on a dispute arising out of this agreement which remains unresolved after 30 days of informal negotiations, the parties agree to enter into non-binding mediation administered by a neutral dispute resolution organization and undertake a good faith effort during mediation to settle the dispute.

5.3 **ARBITRATION:** Any dispute between Office Manager and Broker or any other licensee employed by Broker which cannot be resolved by the Broker or State Labor Commission shall be arbitrated under the rules of the American Arbitration Association.

5.4 _____

5.5 See addendum for additional terms. [See RPI Form 250]

OFFICE MANAGER:

I agree to render services on the terms stated above.

Date: _____, 20_____

Name: _____

Social Security Number: _____

Signature: _____

Address: _____

Phone: _____

Cell: _____

Email: _____

BROKER:

We agree to employ Designated Officer on the terms stated above.

Date: _____, 20_____ CalBRE #: _____

Broker: _____

Officer's Name: _____

Title: _____

Signature: _____

Address: _____

Phone: _____

Cell: _____

Email: _____