

# ASSISTANT EMPLOYMENT AGREEMENT

Unlicensed Administrative Assistant

**NOTE:** This form is used by an employing broker when entering into an agreement hiring an unlicensed administrative assistant for the broker or a licensee employed the broker, to set forth the assistant's activities and compensation and establish the supervisory role of the broker and the licensee.

**DATE:** \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_, California.  
*Items left blank or unchecked are not applicable.*

**FACTS:**

1. \_\_\_\_\_, as the Broker, hereby employs \_\_\_\_\_, as the Assistant, to perform nondiscretionary administrative duties on behalf of  Broker, or  Licensee \_\_\_\_\_, until terminated by Broker.

1.1 Assistant is an employee subject to income tax withholding and unemployment insurance coverage.

**AGREEMENT:**

**2. ASSISTANT AGREES TO:**

- 2.1 Comply with office policies established by Broker.
- 2.2 Diligently perform duties assigned by the Broker or Licensee.
- 2.3 Assist in the implementation of Licensee's activities in the course and scope of Licensee's employment with Broker. [See RPI Form 505 and 506]
- 2.4 Schedule appointments for Broker or Licensee to meet with clients and others as requested by Broker or Licensee.
- 2.5 Prepare documents and design advertising, brochures and fliers as instructed by Broker or Licensee.
- 2.6 Arrange for or deliver or pick-up reports, informational statements and documents related to Broker's or Licensee's transactions.
- 2.7 Arrange for and give third-party service providers access to properties in Licensee's transactions.
- 2.8 Perform administrative activities while assisting at an open house, such as greeting the public, providing pre-printed facts sheets, arranging appointments and greeting the public.
- 2.9 Participate in any educational programs or meetings when advised by Broker or Licensee.
- 2.10 Furnish their own transportation and carry a liability and property damage insurance policy in an amount satisfactory to Broker with a policy rider naming Broker as a co-insured.
- 2.11  Solicit prospective buyers, owners, borrowers, or tenants for referral to Broker's services as an unlicensed finder. [See RPI Form 115]
- 2.12 Enter into no agreement obligating Broker or Licensee without Broker's or Licensee's prior instructions.
- 2.13 Divulge to no one the business or names of clientele, lists or descriptions of forms, trade secrets or business practices of Broker or Licensee during or after the term of this agreement.
- 2.14 Engage in no activity that requires a real estate license.
- 2.15 Other \_\_\_\_\_

**3. LICENSEE AGREES TO:**

- 3.1 Oversee and supervise all activities of Assistant to ensure compliance with Broker's office policy and that Assistant is not conducting any licensed activity.
- 3.2 Maintain a real estate license in the State of California.

**4. BROKER AGREES TO:**

- 4.1 Maintain a license as a real estate broker in the State of California.
- 4.2 Maintain an office with proper facilities to operate a real estate brokerage business.
- 4.3 Provide worker's compensation insurance for Assistant.
- 4.4 Maintain the following insurance coverage for Assistant:  
 Health  Dental  Life  \_\_\_\_\_

4.5 Withhold from the Assistant's compensation all appropriate state and federal income taxes, state disability insurance, and social security taxes.

4.6 Other \_\_\_\_\_

**5. COMPENSATION:**

5.1 Assistant to be compensated by Broker as follows:

a.  \$ \_\_\_\_\_ per hour bi-weekly in equal installments on every other \_\_\_\_\_.

b.  \$ \_\_\_\_\_ per hour semi-monthly on \_\_\_\_\_ and \_\_\_\_\_.

c.  \_\_\_\_\_

[See RPI Form 250]

5.2 Assistant to be reimbursed for reasonable business expenses incurred while fulfilling the duties of this employment.

5.3  Broker, or  Licensee to keep record of Assistant's work hours.

**6. GENERAL PROVISIONS:**

6.1 Any dispute between Assistant, Broker or Licensee that cannot be settled by Broker, or resolved by the State Labor Commission or by non-binding mediation, will be arbitrated under the rules of the American Arbitration Association.

6.2 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6.3  See addendum for additional provisions. [See RPI Form 250]

**I agree to render services on the terms stated above.**

Date: \_\_\_\_\_, 20\_\_\_\_

Address: \_\_\_\_\_

Assistant's Name: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

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

Signature: \_\_\_\_\_

**I agree to employ Assistant on the terms stated above.**

Date: \_\_\_\_\_, 20\_\_\_\_

Broker's Name: \_\_\_\_\_

CalBRE #: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

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

Licensee's Name: \_\_\_\_\_

CalBRE #: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

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

Cell: \_\_\_\_\_

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