Personal Assistant Agreement

This Personal Assistant Agreement ("Agreement") is made between:
Licensee: _____
Assistant: _____
Together referred to as "the Parties."

1. LICENSEE STATUS

The Licensee affirms they hold a valid Connecticut real estate license as:

☐ Salesperson ☐ Broker

The Licensee is affiliated with and operates under **LIST N SHOW LLC** ("Broker").

2. ASSISTANT LICENSING STATUS

The Assistant:

☐ Holds a Connecticut real estate license

☐ Does not hold a Connecticut real estate license

- If licensed, the Assistant must sign an Independent Contractor Agreement with Broker before performing any licensed activity.
- No licensed activity may be performed until approved by Broker.

3. EMPLOYMENT RELATIONSHIP

The Assistant is employed **directly by the Licensee** as an **at-will employee**.

- Either party may terminate at any time, with or without cause or notice.
- The Licensee is the employer and is fully responsible for compliance with all employment laws, including:
  - Payroll, wage, and tax withholding
  - Overtime and record-keeping
  - Workers' compensation coverage
  - Compliance with anti-discrimination and harassment laws

⚠️ **Note:** Misclassifying an employee as an independent contractor may result in penalties. The Parties are encouraged to consult legal and tax advisors before making any changes to this classification.

4. CLASSIFICATION OF ASSISTANTS

4.1 Licensed Assistant

- Holds an active Connecticut real estate license
- Is affiliated with Broker by Independent Contractor Agreement
- May perform licensed activities (showings, open houses, preparing offers, negotiations) under Licensee's and Broker's supervision

4.2 Unlicensed Assistant

- Does not hold a Connecticut license
- May perform only **clerical/administrative tasks** (e.g., scheduling, data entry, answering phones, marketing prep)
- May not perform **any activity requiring a real estate license** under Connecticut law

4.3 Change in Licensing Status

If an Unlicensed Assistant becomes licensed:

- Must notify Licensee and Broker
- Must sign an Independent Contractor Agreement with Broker

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- May then begin performing licensed activities

5. DUTIES AND RESPONSIBILITIES

The Assistant supports the Licensee's business under Broker's policies.

- Must comply with Broker's policies, Licensee's supervision, and all laws
- **Licensed Assistants** may show property, host open houses, draft offers, communicate with clients, etc.
- **Unlicensed Assistants** may only perform administrative support (phone calls, MLS data entry, scheduling, flyers, errands, file prep, etc.)
- **Unlicensed Assistants may not:** host open houses, show property, answer client questions about contracts, negotiate, prospect for clients, or perform any activity requiring a license
- **Exhibits:** A, B & C attached.

6. COMPENSATION

The Assistant shall be compensated as follows:

6.1 Base Pay

Hourly rate: $_____

Pay schedule: ☐ Weekly ☐ Bi-Weekly ☐ Semi-Monthly

6.2 Expenses

- Licensee will reimburse reasonable pre-approved business expenses with receipts.
- No advances against wages unless agreed in writing.

6.3 Deductions

All required tax withholdings and authorized deductions will be applied.

6.4 Broker Disclaimer

The Broker has **no responsibility** for wages, benefits, reimbursements, or employment obligations. Compensation is solely between Licensee and Assistant.

7. CONFIDENTIALITY

All files, data, client information, marketing materials, and business records belong to the Broker.

- Must not copy, share, or use outside of Broker's business.
- All materials must be returned immediately upon request or termination.
- Confidentiality obligations continue after termination.

8. INSURANCE

8.1 Errors & Omissions (E&O)

☐ Covered under Broker's E&O policy

☐ Covered under Licensee's E&O policy

☐ Not covered

8.2 Automobile Insurance

If using a vehicle for business, the Assistant must maintain liability insurance and provide proof of coverage naming Broker and Licensee as additional insureds.

9. LIABILITY & INDEMNIFICATION

- The Licensee is responsible for supervising the Assistant and ensuring compliance with laws and Broker policies.
- The Licensee agrees to **indemnify and hold Broker harmless** from any claims, liabilities, or damages caused by the Assistant's actions.

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- Broker may suspend or terminate the Assistant's activities if necessary to ensure compliance.

10. DISPUTE RESOLUTION

- Parties will first attempt to resolve disputes in good faith.
- If unresolved, they agree to **binding arbitration** in Connecticut under state law.
- Each party bears its own legal costs unless otherwise ordered.

11. TERMINATION

This Agreement may be terminated by either party at any time, with or without cause, by written notice.
Upon termination, the Assistant must:

- Return all Broker and Licensee property immediately
- Stop all licensed activities (if applicable)
- Continue to honor confidentiality obligations

12. ATTORNEY'S FEES

In any dispute, the prevailing party is entitled to recover reasonable attorney's fees and costs.

13. ENTIRE AGREEMENT

This document is the full agreement between Licensee and Assistant. Any changes must be in writing and signed by both Parties.

14. BROKER APPROVAL

This Agreement must be submitted to the Broker for review. Broker's approval is required, but Broker is **not a party** to this Agreement and assumes no employment obligations.

SO AGREED;

Assistant:_____ _____ _____
Signature *Print Name* *Date*

Licensee:_____ _____ _____
Signature *Print Name* *Date*

Broker acknowledges receipt of and consents to this Agreement, subject to separate agreement between Licensee and Broker, or Assistant (if Assistant is licensed) and Broker.

Broker: _____ _____ _____
Signature *Print Name* *Date*

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Personal Assistant Agreement

EXHIBIT A

UNLICENSED ASSISTANT TASKS CHECKLIST

This checklist outlines what an **Unlicensed Assistant** may and may not do under Connecticut real estate law and Broker policy.

PERMITTED TASKS (Allowed) ✅

Unlicensed Assistants may perform only **clerical and administrative duties**, including:

- Answer incoming phone calls and take messages
- Schedule property showings and appointments
- Input and update MLS data (as directed by Licensee)
- Prepare flyers, mailings, and marketing materials (with Licensee approval)
- Order signs, lockboxes, and keys
- Assemble and organize files for closings
- Gather public records (tax, ownership, deeds, etc.)
- Place ads as directed (without independent content decisions)
- Provide courier services (deliver/pick up documents, keys, etc.)
- Track deadlines and transaction checklists for Licensee
- Monitor license renewals and maintain office records
- Order inspections or repairs at Licensee's direction
- Measure property dimensions and collect basic information

PROHIBITED TASKS (Not Allowed) ❌

Unlicensed Assistants may **not** perform activities that require a real estate license, including:

- Show property to buyers or renters
- Host open houses, trade shows, or booths
- Answer client or consumer questions about listings, contracts, financing, or closings
- Draft, explain, or negotiate offers, contracts, or addenda
- Discuss commission, fees, or referral arrangements
- Prospect for business (cold calls, FSBOs, expired listings, etc.)
- Solicit clients or invite the public to open houses
- Attend home inspections or walk-throughs without the Licensee present
- Be paid based on commission, sales, or transaction outcomes

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Personal Assistant Agreement

EXHIBIT B

LICENSED ASSISTANT TASKS CHECKLIST

This checklist outlines what a **Licensed Assistant** may and may not do under Connecticut real estate law and Broker policy.

PERMITTED TASKS (Allowed) ✅

Licensed Assistants, holding an active Connecticut real estate license and affiliated with **LIST N SHOW LLC** under an Independent Contractor Agreement, may perform all legally authorized real estate activities under the supervision of the Licensee and Broker, including:

- Show property to buyers and renters
- Host open houses and promotional events
- Explain and discuss real estate documents with clients
- Draft and present offers, counteroffers, and addenda (subject to Licensee review)
- Negotiate terms of a transaction on behalf of clients
- Communicate directly with clients, agents, lenders, and attorneys regarding transactions
- Attend inspections, walk-throughs, and closings with or on behalf of the Licensee
- Prospect for new business, including making calls, marketing, and client outreach
- Collect signatures and deliver contracts for execution
- Perform all administrative tasks permitted to unlicensed assistants

PROHIBITED TASKS (Not Allowed) ❌

Even as licensed professionals, Assistants may not:

- Conduct real estate activity outside of their Independent Contractor Agreement with Broker
- Accept commission payments directly from the Licensee (all payments flow through Broker)
- Perform any activity in violation of Broker policy or Connecticut Real Estate Commission regulations
- Represent themselves as an independent agent outside of the Licensee/Broker relationship
- Engage in licensed activity if their license is inactive, suspended, or expired

IMPORTANT NOTES

- All licensed activity must comply with **Connecticut law, Broker policy, and MLS rules**.
- If a Licensed Assistant's license becomes inactive, suspended, or revoked, they must immediately cease licensed activities and may only perform tasks permitted to **Unlicensed Assistants** (see Exhibit A) until reinstated.

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Personal Assistant Agreement

EXHIBIT C

ASSISTANT TASK MATRIX (Licensed vs. Unlicensed)

This chart summarizes the activities allowed for **Licensed Assistants** and **Unlicensed Assistants** under Connecticut law and Broker policy.

Task / Activity	Licensed Assistant	Unlicensed Assistant
Show property to buyers/renters	✅ Allowed	❌ Not Allowed
Host open houses	✅ Allowed	❌ Not Allowed
Draft, explain, or present contracts/ offers	✅ Allowed	❌ Not Allowed
Negotiate terms with clients/agents	✅ Allowed	❌ Not Allowed
Communicate with clients on transaction details	✅ Allowed	❌ Not Allowed
Attend inspections, walk-throughs, closings	✅ Allowed	❌ Not Allowed (unless with Licensee present for admin support)
Prospect for business (cold calls, FSBO, expireds)	✅ Allowed	❌ Not Allowed
Place ads, prepare flyers, marketing	✅ Allowed	✅ Allowed (with Licensee approval)
Input/update MLS data	✅ Allowed	✅ Allowed (as directed by Licensee)
Answer phones / forward messages	✅ Allowed	✅ Allowed
Schedule showings & appointments	✅ Allowed	✅ Allowed
Collect signatures/deliver contracts	✅ Allowed	❌ Not Allowed
Order inspections/repairs	✅ Allowed	✅ Allowed (only at Licensee direction)
Gather public records (tax, ownership, deeds)	✅ Allowed	✅ Allowed
Courier services (documents, keys, etc.)	✅ Allowed	✅ Allowed

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Calculate commissions, prepare checks (internal only)	✅ Allowed	✅ Allowed
Paid based on commissions	❌ Not Allowed (must be paid through Broker per ICA)	❌ Not Allowed
Perform activities without Broker affiliation	❌ Not Allowed	❌ Not Allowed

KEY RULES

- **Licensed Assistants** must have an Independent Contractor Agreement with Broker.
- **Unlicensed Assistants** may perform clerical/administrative duties only — never activities requiring judgment, negotiation, or client advice.
- If a Licensed Assistant's license lapses, they are immediately restricted to **Unlicensed Assistant duties** until reinstated.
- All activities must follow **Connecticut law, Broker policy, and MLS rules**.

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