**Buyer Specialist**

**Policy and Procedure**

It is agreed that the status of association of a Buyer Specialist is as an independent contractor working as a Sales Manager of Team under the following terms.

# I. Job Description

The Buyer Specialist is a person who works with buyers only.

Their duties are:

* Attending meetings required by the Team Leader
* Answering property calls
* Qualifying buyer leads
* Showing homes to buyers
* Previewing The Team inventory
* Writing and negotiating contracts
* Additional duties as prescribed in attached job description

The Buyer Specialist will be assigned “Property Call Time.” The Buyer Specialist must be in the office during his scheduled Property Call time or the calls will be assigned to another agent and the Buyer Specialist relinquishes all rights to that lead. After talking to a client, the Buyer Specialist makes the decision of whom they will work with. All buyers that the Buyer Specialist decides to work with must be signed to an approved Buyer Representation Agreement. All calls, and the results, will be reported to the Team Leader or Executive Assistant weekly. The Buyer Specialist will show the client homes until they find the one to buy. The Buyer Specialist will write the contract, negotiate the sale, and execute the contract. At this point, the Transaction Coordinator will process all paperwork, oversee the sale to closing, schedule inspections and appraisals, follow-up with mortgage and title companies.

Buyer Specialist will attend required meetings.

These are standing appointments. There are no excused absences without the Team Leader’s prior permission.

# II. Referrals

 Company referrals or agent referrals will be paid as follows: the agreed upon referral fee will be paid from the gross commission, and then the remainder shall be split as stated in section VIII.

**III. Prospecting Bonus**

The Buyer Specialist can also earn commissions for prospecting for seller leads for Team.

# IV. Past Clients of the Buyer Specialist

 Past clients and clients which the Buyer Specialist has currently listed or pended when the Buyer Specialist joins Team shall be defined as the Buyer Specialist’s sphere of influence. During the time of association with The Team, the team may use the names of the Buyer Specialist’s sphere of influence/past client for the mutual benefit of all. Any transaction resulting from a sphere of influence/past client of Buyer Specialist will fall under the stated commission split in section VIII. Upon termination of the Buyer Specialist’s association with The Team, The Team agrees to relinquish their rights to use the Buyer Specialist’s sphere of influence. Any clients that buy or sell real estate during the Buyer Specialist’s association with the team shall remain the past client of The Team upon termination.

# V. Reviews

A review will be conducted at the end of the first 100 days. The first 100 days is considered to be a probation period. Either party may terminate this agreement at the first review. After the first 100 days, subsequent reviews will be conducted every 12 months. After the initial 100 days, the

Buyer Specialist agrees to commit to The Team for a period of 1 year. After the first year, the Buyer Specialist can terminate this agreement after giving a two week notice. The management of CanZell Realty then has the authority to either terminate or continue the relationship with the Buyer Specialist.

# VI. Education

 The Buyer Specialist will be responsible for the cost of obtaining and maintaining their Texas real estate license and all education associated with it. The Buyer Specialist, at the Buyer Specialist’s expense, is required to be a member in good standing of the Arlington or Northeast Tarrant

 County Board of Realtors and will provide their own Supra key. Any elective education, travel, and expenses associated with the like shall be at the expense of the Buyer Specialist. Educational incentives will be given based on performance goals outlined in section VII.

# VII. Policies and Procedures

 The Buyer Specialist agrees to conduct business in compliance with and shall maintain the appropriate standards prescribed by The Team, CanZell Realty, and with local, state and federal laws that govern real estate brokerage; and with the By-Laws and Code of Ethics of each trade or professional organization of which Buyer Specialist is a member. Without limiting the generality of these commitments, Buyer Specialist agrees:

1. To comply with all laws, The Team Policies and Guidelines, and CanZell Realty Policies and Guidelines that apply to the dissemination of unsolicited e-mail, faxes, and to the use of telephone calls to market services or to solicit listings or prospective buyers. 2. During the entire time that the Buyer Specialist remains with The Team, Buyer Specialist agrees to list all real estate listings/clients and handle all real estate transactions in which the Buyer Specialist engages in the name of The Team.

1. Not to do anything by action, conduct, statement or association that might damage the goodwill associated with The Team name, trademarks, or reputation or cause the public to lose confidence in The Team organization or CanZell Realty.
2. If and to the extent Buyer Specialist fails to protect The Team against risks customarily covered by E&O insurance, Buyer Specialist agrees to indemnify and hold The Team harmless from and against all liability, claims, damages, losses, costs and expenses that The Team incurs or suffers on account of Buyer Specialist intentional disregard or breach of any law, regulation or standard of conduct that applies to Buyer Specialist’s actions or activities.
3. For risks not customarily covered by E&O insurance and for liability, claims, damages, losses, costs and expenses arising from Buyer Specialist’s negligent (unintentional) disregard or breach of any law, regulation or standard of conduct that applies to Buyer Specialist’s actions or activities, Buyer Specialist agrees to indemnify and hold The Team harmless from and against that percentage of any liability, claims, damages, losses, costs and expenses that equals the percentage of commissions payable to Buyer Specialist on the date the incident or omission occurred.
4. All forms, documents, systems, and any and all proprietary information of The Team are confidential, and that Buyer Specialist is not to disclose or discuss any of The

Team forms, documents, systems, and any and all proprietary information with any one not a part of The Dennis Tuttle Team and that a breach of this confidentiality provision amounts to a breach of this Buyer Specialist Agreement and is enforceable in a court of law for damages. This confidentiality survives the termination of this Buyer Specialist Agreement.

# VIII. Commissions

 The Gross Closed Commission will be split between The Team and the Buyer Specialist, as follows, below and then will be paid in accordance with the agreed cap and requirements of CanZell Realty.

In addition there will be a $125.00 admin fee associated with each contract. This can be negotiated with buyer rep or taken from commission, whichever is negotiated.

If ISA sets buyer’s appointment, then 5% of resulting commission will be paid from Buyer’s Specialist Proceeds to ISA, upon closing.

 Any Buyer Specialist who has reached the highest commission level for 2 years in a row shall be deemed vested and shall not drop below that commission level on January 1st.

 There will be no discount for family and friends in reference to Commission Split.

# IX. Office Fees

 The Buyer Specialist shall be responsible for their own Realty Office fees, Including but not limited to long distance, copies, Internet Consortium Fee, agent fees, Showing Systems, E & O Insurance, etc. Buyer Specialist agrees to always remain current on these bills.

# X. Team Concept

The Buyer Specialist will have full access to all marketing materials and usage of The Team staff. The Buyer Specialist will be required to use the Team Leader’s choice of title and mortgage company unless the client insists on another choice.

# XI. Production Standards

 After the initial 100 day period, the Buyer Specialist will meet a minimum monthly requirement of two buyer transactions per month or goals set forth during initial goal setting meeting. This will be attached to this contract. This production standard will be subject to review after 1 year.

# XII. Termination

 It is agreed that all leads generated are the sole property of The Team. If, for any reason, this agreement is terminated, the leads will remain with The Team, as well as listed, pended, and active clients in progress. Upon termination, the Buyer Specialist relinquishes all rights to the use of The Team name, logo, and all materials. This includes, but is not limited to: all forms, documents, systems, and any and all proprietary information.

# XIII. Confidentiality

 It is understood and agreed that the terms of this Buyer Specialist Agreement are confidential, that Buyer Specialist is not to disclose or discuss any of the terms herein with anyone not a party

 to this Buyer Specialist Agreement, and that a breach of this confidentiality provision amounts to a breach of this Buyer Specialist Agreement and is enforceable in a court of law for damages. This Confidentiality clause survives the termination of this Buyer Specialist Agreement.

**We acknowledge the above policies and agree to abide to them.**

# Executed on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Team Leader  **Date**

Buyer’s Agent **Date**