**Executive Assistant**

**Policy and Procedure**

It is agreed that the status of association of an Executive Assistant is as an independent contractor working as administrative support for The Team under the following terms.

# I. Job Description

The Executive Assistant is a person who reports directly to Team Lead of The Team. His/her duties are:

* Attending meetings required by the Team Leader
* Answering phones
* Administrative functions as described in Addendum A.
* Confirming appointments
* Communicating with and assisting clients through the buying / selling process.
* Keeping track of, updating, and reporting productivity numbers per the Team Lead direction.
* Building systems as described in Addendum A to assist sales, business, and the overall growth of and The Team.
* Additional duties as prescribed in attached job description.
* Keeping track of, calendaring, and assisting team lead in scheduling as well as overall team lead’s business dealings.

The Executive Assistant is an individual who is willing and able to earn the right to be an Assistant Executive. This person relishes the opportunity to build, implement, and manage multiple systems. The Executive Assistant is deeply committed to completing tasks the right way with a high degree of quality. This person has immense focus and can do one thing for a long time without getting distracted. This individual may exhibit some drive and desire to influence; however, the overriding marker of his/her behavior is persistence and stability. An Executive Assistant is deeply committed to supporting the lead agent in achieving greater and greater levels of success, and to growing his/her own skills and developing into a supportive leader within the team. As the success of the team grows, this individual will be responsible for hiring, training, and leading additional team members to ensure all administrative tasks of the lead agent’s business continue to be completed to high standards with maximum efficiency.

Executive Assistant will attend The Team Meeting every week and their weekly 1On-1 meetings with the Team Leader. 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 Executive Assistant can also earn commissions for prospecting for seller leads for The Team. All leads will be worked by Team Leader unless otherwise noted.

Bonus from Listing/buyer Lead Generated from activity that are closed in a calendar year – 5%

 No. of referrals from sphere or self generated leads that are closed in a calendar year:

 Fee

 1-2 25%

 3-4 27.5%

 5+ 30%

**IV. Past Clients of the Executive Assistant / Administrative Asst.**

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

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

# VI. Education

The Executive Assistant will be responsible for the cost of obtaining and maintaining their Texas real estate license and all education associated with it. The Executive Assistant , at the Executive Assistant’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, if decided on by Team Leader and Executive Assistant. Any elective education, travel, and expenses associated with the like shall be at the expense of the Executive Assistant. Educational incentives will be given based on performance goals outlined in section VII.

# VII. Policies and Procedures

 The Executive Assistant 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 Executive Assistant is a member. Without limiting the generality of these commitments, Executive Assistant 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 Executive Assistant remains with The Team, Executive Assistant agrees to list all real estate listings/clients and handle all real estate transactions in which the Executive Assistant engages in the name of The Team.
3. 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 CanZellRealty.
4. If and to the extent Executive Assistant fails to protect The Team against risks customarily covered by E&O insurance, Executive Assistant 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 Executive Assistant intentional disregard or breach of any law, regulation or standard of conduct that applies to Executive Assistant actions or activities.
5. For risks not customarily covered by E&O insurance and for liability, claims, damages, losses, costs and expenses arising from Executive Assistant negligent (unintentional) disregard

or breach of any law, regulation or standard of conduct that applies to Executive Assistant

actions or activities, Executive Assistant 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.

1. All forms, documents, systems, and any and all proprietary information of The

Team are confidential, and that Executive Assistant 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 Team and that a breach of this confidentiality provision amounts to a breach of this Executive Assistant Agreement and is enforceable in a court of law for damages. This confidentiality survives the termination of this Executive Assistant Agreement.

# VIII. Compensation

The Gross project fee as well as transactional bonus is based on individual projects accomplished by Executive Assistant and The Team, as follows, below and then will be paid in accordance with the agreed cap and requirements of CanZell Realty:

 Project oriented Compensation:

-Executive Assistant will be paid **$400.00**  biweekly in accordance to projects given to Executive Assistant by Team Lead.

Transaction Compensation:

-Starting on day of Execution of this contract, Executive Assistant will receive **$300.00** per transaction for transaction to close procedures as outlined in 100 day action plan as well as attached job description.

In addition, Executive Assistant can earn referral and appointment bonuses based off of Section III of this contract.

Each calendar year, beginning on January 1st, the Executive Assistant referral bonus in Section III will start over.

 There will be no discount for family and friends in reference to commission, etc.

# IX. Office Fees

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

# X. Team Concept

The Executive Assistant will have full access to all marketing materials and usage of The Team staff. The Executive Assistant 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 Executive Assistant will meet a minimum monthly requirement of two leads per month or goals set forth during initial goal setting meeting. 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 Executive Assistant 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 Executive Assistant Agreement are confidential, that Executive Assistant is not to disclose or discuss any of the terms herein with anyone not a party to this Executive Assistant Agreement, and that a breach of this confidentiality provision amounts to a breach of this Executive Assistant Agreement and is enforceable in a court of law for damages. This Confidentiality clause survives the termination of this Executive Assistant Agreement.

**We acknowledge the above policies and agree to abide to them. This contract will be reevaluated at six months from the execution of this contract.**

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

Owner - The Team  **Date**

Executive Assistant **Date**