Agent-Team Agreement

This (Company) Agent Agreement is made by and between the Agent named below ("Agent") and (Company) as of the date in the signature box of this Agreement, with respect to the Team Name entered below.

Agent: (Name)

Team Name: (Name) ("Team")

Business Name: (Name)

The Team operates under the umbrella of (Company)

Purpose and Definition:

This Team exists to support the performance of members, who are Real Estate Agents. The Team functions as a "business" made up of licensed real estate professionals with a goal of changing people's lives.

The Team shall work to improve client services and the enjoyment of real estate practice as a respected profession. Clients shall receive better service in the world of real estate which has grown too complex for a single Agent to be a master of all aspects of every transaction. Team member Agents can enjoy their profession more when they are able to specialize in the part of the business they prefer, without being subjected to the stresses and pressures of trying to do it all, as is suffered by Agents who work alone.

Goal:

The Branch Operations Manager will build a real estate sales team practice using a team of Agents, each working together to serve buyers and seller clients of Team. The Team's goal is to be the best real estate team in its area, and to help each Team Agent in building a real estate business with structure and training that will help create one of the top real estate teams in the country.

Our #1 goal is to provide our clients with the best real estate services and experience possible, and by doing so through sound advice, follow-up and follow through.

Contract Term:

The term of this Agreement is 12 months from the date signed and this Agreement shall automatically renew for additional one-year terms, if not sooner terminated. Agreement can be re-negotiated for that upcoming term if done so 60 days prior to expiration of the current term.

Organization, Ownership and Decision Making:

The Team is a team of professionals. Each member may come and go according to mutually agreed upon procedures. The Team is a professional real estate practice staffed by several or many licenses and unlicensed associates performing like one single Agent. This works in much the same way a surgeon or lawyer performs services through a team or association of supporting professionals. Each member is valuable. Each member is responsible to the Team as well as the client, the brokerage, and always to the highest ideals of real estate professionalism.

The Branch Operations Manager has the final authority on all matters not within the owner's authority. The Branch Operation Manager's decisions are final. At times, there may be Team votes with majority rule respected by the Branch Operations Manager; however, the Branch Operations Manager can veto any Team vote.

Employment Status:

Individual members are either independent contractors or employees, according to their role. Those paid on a commission basis are independent contractors. Clerical and management staff may be employees or independent contractors according to their specific contract with the Team.

New Agent:

All new Agents will be required to pay a (Fee) set up fee when joining the Team. This fee is non-refundable and will be used towards onboarding. When a new member joins the Team, it will take a few days or in some cases, longer to update all our marketing materials, set up phone systems, route email leads, etc. However, we can have team cards and a name badge ready in a fairly short time once the decision is made to join the Team and we receive a professional headshot from the Agent.

Policies for Team Members Who Depart Other Teams to Join Ours:

Please respect the value of the prospects and clients and intellectual property developed by the Team you are departing. All files, literature, forms and marketing materials developed by the former Team, and not given to the public by the Team, should be left behind.

All leads, listings, and prospects would be left with that Team unless origination of such is from your Personal Sphere.

"Personal sphere" is defined as someone the Agent knows from personal experiences such as friend, family or acquaintance through a friend or family member or a lead developed from the Agent's own efforts not tied to the branch, for example, leads that the Agent pays for from an outside source, develops from holding an open house, etc.

We hope that your former Team leader or broker will be fair with you, paying on pending deals and any listings you have brought in. If not, we have to guard against losing our energy to negativity and ask that you not air grievances publicly. We will support your right to request broker to broker mediation or pursue remedies on your own, but we will not engage in the conflict.

You should not contact any prospects, leads, contacts or former clients who belong to the former Team. If one of your prospects, leads, contacts or former clients reaches out to you after you depart your former Team and states that they still want you to be their Agent, then they can be served by you under our team umbrella and commission.

You may bring examples of promotions, ads, flyers, letters, etc. that you like to use when these have been freely handed out to buyers, sellers or prospects (as those are in the public domain). Although we are curious about what worked for you in the past, we do not want to know Team secrets from or about your former Team. If the tool is not entirely proprietary or is based on something developed in the public domain from common knowledge in Real Estate training programs or books, and if it fits our model, then we can make a (Company) version for your continued use.

Training and Indoctrination:

Each Team Agent is required to complete the team's indoctrination/training syllabus within 8 weeks of the Team Agent's contract start date. This indoctrination and training will include:

* Attend New Agent Orientation
* Team and Company Policies
* Team and Company Procedures
* Listing/Buyer appointment syllabus
* Contract writing / familiarization and negotiation
* Script familiarization to include role playing, utilizing scripts and objectives
* Lead generation, prospecting and lead management
* Lender and mortgage familiarization and process
* Title and Escrow familiarization
* Creating SOI, personal contacts and the art of networking
* Goal setting and personal development

This training is designed to help each team Agent become familiar with the system in which the team operates so that it may enable them to be not only highly productive, but also highly structured and professional.

Team Training and Designation Requirements:

* Mandatory monthly Office meeting (1 st Wednesday of each month)
* Weekly Agent Development Training
* New Agent Orientation
* New Agent Set Up Meeting with HR
* Quarterly Lender Training
* Monthly Coaching and Accountability sessions

Team Expenses:

The Branch Operations Manager shall be responsible for Team expenses which include all marketing, promotional, all faxes, copies, Team promotional parties and incentives, and all lead generation systems as well as payroll to all Team administrative personnel.

Agent Expenses:

Agent shall be responsible for all marketing, promotional, and personnel marketing authorized and in compliance with the Company systems. All copies, faxes, promotional parties, and all lead generation systems as well as payroll to Individual Agent administrative personnel. Agent expenses may also include: MLS fees, Continuing Education Costs (we have options for free continuing education), and Costs of being in business such as auto expenses, cell phone bills, and etc. The Company will not pay third party expenses out of Agent commissions.

MLS Fees:

MLS fees are the sole responsibility of the Agent. Failure to pay MLS dues that are billed to brokerage will incur an additional inconvenience fee of (Fee) and be billed to Agent/team leader on next closing. The Company reserves the right to send back the license of any Agent who does not pay their MLS fees in order to prevent the firm from incurring the Agents MLS fees and inconvenience fee.

Agent Fees:

All Agent bills will be paid out of the Agent's next closing after Agent bills are charged or due no later than the (Date )of each month. If an Agent's balance is not paid by the Agent on the 10th of each month via a commission deduction, direct payment by check, money order, or other payment with a checking account; accounting will charge the credit card on file for the entire balance on the (Date). If there is no card on file or if the card on file declines the charge, the

Agent's bill will incur a late fee. Late fees will continue to accrue each month on increasing balance until paid in full. If the Agent bill goes unpaid for an extended amount of time, then we reserve the right to terminate and return the license to the board. Any partial payments agreed upon will need to be collected in full should the Agent choose to terminate their agreement. If payment is not completed fully before Agent leaves the Team, the payment will be charged to the credit card on file at termination.

Team Agents will have some expenses which they must bear. These expenses are:

* New Agents to (Company) pay a one-time nonrefundable (Fee) setup fee that includes business cards, name badge and polo.
* (Fee) E&O insurance per month. This required to be paid upon the signing of team agreement

Commission Split:

All transactions from client care converted set appointment leads are paid at (Percentage)

All transactions from Company generated leads are paid at (Percentage).

All transactions from Agent's personal sphere are paid at (Percentage).

All Transactions from the PERSONAL sphere are paid at (Percentage) and the Branch Manager is to be listed as the LAI / SA in Local MLS.

All leads that originate from the Company, or Client Care stay a Company lead. Leads from the Company, Branch Manager and Client Care can never be considered a personal lead source, even if the lead becomes a repeat client.

Outside Referral for Company Transaction - If a team Agent pays out a referral fee to another company, that comes off the top; and then the splits are paid out.

Inside Referral to Team Agent on Personal Lead - If a team Agent generates their Own lead and refers that to another team Agent, it is split the same way with a maximum (Percentage) referral. The referral is paid off the top and 100% goes to that team Agent.

Inside Referral to Team Agent on Team Lead - If a team Agent takes a Team lead and refers that to another Team Agent, that's when it is taken only off of that Agent's split.

All leads that are referred out to any other firm: (split) on total received funds to include commissions and bonuses.

Transaction Fee:

The transaction fee discussed in the Team Agent Expenses section is to offset marketing and transaction coordination costs. Any funds received above the standard (Fee) will be paid to the Agent. Team Agents shall pay a (Fee) transaction fee on any commission listing.

Bonuses:

Any Agent bonus, not the selling or listing commission, shall be paid out to the Agent at 100% if collected as a bonus. If collected as a commission, it is split at the Agent's commission split.

Duties and Roles:

Team Agents are licensed Agents who will handle telephone and internet buyer and listing leads, scheduled and conduct showings, write offers, and provide buyer and seller service as needed. Agents must be willing to be a team player. The team concept is one of great reward so long as each member understands their role. The team always comes first. When this happens everything else always seems to fall into place.

Duty and Lead Handling:

Each Team Agent shall be given an opportunity to stand duty during each calendar month.

Calendars will be posted to the Team drive and Agents will be allowed to select 3 — 5 rotations. During duty rotations, team Agents will receive leads and appointments from the Client Care Specialist as well as web leads. Duty must be taken in the office Monday — Friday for business hour shifts. All web/magazine and listing leads will be on a round robin, if you opted in and have completed necessary training. All leads must be called or emailed within 5 minutes. If the duty Agent is unavailable, then the lead will go to 1 st available Agent to claim that lead after 5 minutes. If a team Agent will not be available for their scheduled shift, it is the team Agent's responsibility to trade or give their duty shift to another team Agent. It is also the team Agent's responsibility to notify the Manager and/or Senior Associate of any changes with 24 hours' notice.

Leads will be qualified per team policy and appropriate records and files for each lead/contact/client will be maintained per team policy. Departing members shall leave leads developed by the team with the Team. A Team member may never contact a lead after leaving the Team (subject to penalties including but not limited to forfeiture of all income from any violation). Once first contact is made, following our rotation, a lead will remain assigned to that Associate until completion of a deal. However, if not handled correctly (i.e., not attempting contact within 24 hours), a lead may be transferred to another Team Agent.

Team members may help each other from time to time by meeting with the client of another Team member, by mutual agreement. One-time meetings are expected as Team support from time to time. Repeated requests may require commission sharing which will be split from the Agent portion of the commission keeping the Team portion full. If a client is served by another member, on a temporary basis, and then prefers that the new member continues to service them from that moment forward, the two members involved can split their Agent portion commission on a basis of (Percentage)

Deal Credit:

To obtain proper market presence and make for good listing presentations, the Team needs all MLS credit for all listings and sales. This means that all credit will go to the Team, in this case the Team and all Team members will be rewarded by association as a member of the Team. Team signs will be used.

Team Agents should not be concerned about award points or "personal ego credit." The reward of working on a team is to be on a good team and enjoy personal and financial success in the business of real estate as well to be able to share the process, learn and grow together, enjoy fringe benefits not widely available to independent Agents, and take personal time off when appropriately planned for.

Performance Requirements:

Each Team Agent is expected to close at least an average total sales volume of (Dollar) per month (normally 2 transactions). They will be required to turn in a Performance report tracked each month which will be an accountability of each Team Agent's transactions, volume, lead follow-up, and lead conversions. Failure to turn in a report card (provided by Manager) will result in removal from duty and lead distribution. This minimum is not required to be met the first 2 months with the Team. The Manager, at his/her discretion, may move any underperforming Team Agent into PIP (professional improvement program) and/or off duty rotation to help the Agent focus on business and increase their sales.

This is a full-time position. Part-time positions can sometimes be accommodated on a case-by-case basis. If other commitments interfere with performance, the Manager may alter or revoke duty rotations and lead opportunities as they deem necessary. If a Team Agent goes part-time, all leads will be reviewed and transferred at the Manager's discretion, no duty shifts will be given, and no missed calls can be taken; all other terms remain in effect.

Marketing:

All marketing shall be the responsibility of the Team and shall only be of the Team as a whole. This is one of the many great features of being on a team. Each Team Agent's listings shall be marketed on the Team website, company website, any magazines approved by the Team Leader, and shall have the listing Agent's name and contact numbers included. Each Team Agent authorizes the Company to market their listings for the benefit of the Team. Team Agents understand that individual marketing creates many issues with the model and detracts from the desired combined success for all Team members. both at home and in the office.

General Policies

Accountability:

A company policy manual will provide some procedural guidance and direction for the good of the Team. Team members will observe team policies to the best of their ability. Meetings and office time will be scheduled as needed to aid in good communication. Team meetings are mandatory unless you have an emergency and are unable to attend. These meetings will be held \_\_\_\_\_\_\_\_\_\_\_\_\_ each month and scheduled well in advance=Team meetings are used to sharpen sales skills, review the use of our printed materials, report on Team member activities, etc. There will be some accountability as to reporting on activities and outcomes. There will be standardized forms and procedures which Team Agents will be required to use/follow. "Buyer's Agents" will have latitude within the Company framework to practice the uniquely personal "art" of sales. The basis of the accountability will focus on results more than practice details.

Confidentiality:

We handle a great deal of confidential information and we need to keep it within the Team. Client information as well as Team discussions, plans, procedures, materials, leads, mailing lists, personal and Team finances which may be discussed in Team setting are all examples of confidential information. Team members agree to maintain confidential all information not part of the public record, and to be liable for any breach of this confidentiality. You agree to indemnify and hold harmless the Company and Team if you breach confidentiality.

Employment Status and Reviews:

Team Agents are NOT employees but are Independent Contractors, paid by commission. While Team Leaders will not mandate specific activities, since members are not employees, there will be performance guidelines and expectations for productivity and Team functioning. Team Agent Performance will be reviewed at 30, 60, and 90 days for new members and then quarterly as well as annually thereafter. Members not performing satisfactorily may be asked to work one-on-one to sharpen sales or closing skills to improve performance. Office time of 9 — 5 Monday through Friday is recommended especially in the beginning to help focus the Agent on productive activities.

Discipline:

The Team Leader shall enforce Team work ethic and reasonable efforts toward a desired outcome with reasonable management practices including warnings, notices, and offers of assistance whenever practical. Manager's decisions are final. It is important to understand that The Manager's primary objective is to create an environment that will allow all Team Agents the ability to become the best Agent they can be. That means financially, as well as having structure that will allow a quality of life not known to many in our industry. Noncompliance with requests can lead to actions taken by the Manager or Brokers when not in agreement. Actions such as being tardy or proving unreliable can lead to suspension of duty opportunities. Ongoing liability and disregard for instruction can lead to fee penalty but only after significant and clear warning is given. The reason for this is we feel the culture is a vital part of everyone's success additionally our motive is to surround ourselves with Agents who desire to reach higher levels and capabilities and are self-disciplined to reach those goals.

Termination:

Either party may terminate this Agreement upon 30 days' notice to the other without cause. If an Associate leaves the Company, intellectual property such as logos, copy, websites, literature, etc., which have been created by the effort of Team members, or adapted to and branded for the Team and placed in full service to the Team, shall remain with the Team and shall not be used by departing members; nor shall any copyright or other control be exercised after departure. Also, upon termination, active and pending sales and listings will stay with the Company and the Agent will be paid upon closing according to the appropriate commission split for the lead. Any personal leads that are not actively listed or pending may transfer with the Agent at the time of departure.

Departure:

If the departure from the Team is on good terms and marketing material costs paid as agreed, then the departing member will continue to receive commission splits on all deals pending and on any listings or buyers left with the Team.

If the departure is for cause, including dishonesty, ethical problems, etc., then the Team may, at its discretion, choose not to pay commission splits that would otherwise have been paid. Departing member behavior and public statements about the departure may influence this decision.

Outstanding payments can be withheld from commissions due and payable.

Dismissal:

A Team member may be dismissed for cause in certain circumstances, subject to management discretion. Some causes for dismissal might include, but are not limited to: mishandling of leads, mishandling of funds or documents, dishonesty toward the Team, breach of confidentiality, violations of professional ethics in the practice of real estate, or conduct that damages the public image of the Team.

Team Leader decisions are final.

* Team Agents shall have Team authorization to charge no commission on any immediate family members but shall be required to charge or pay a (Fee) fee and the transaction fee. Agent must declare this relationship before the deal is negotiated. This fee is to cover the hard cost and facilitation of the contract.
* All listings acquired while part of Company will remain with Company upon departure. If listings are brought to the team when starting then that amount will be available for taking upon departure (e.g., come with 2, leave with 2).
* All REO/ Hedgefund properties and clients are property of the Company and will not leave with employees. Neither can the clients by which they are distributed; i.e. asset manager or banks/affiliates. All REO/Hedgefund properties are subject to be re-distributed at any time at the discretion of management should the rules not be followed accordingly. No compensation will be given. Should a REO/Hedgefund Agent leave or be terminated they will be compensated (Percentage) on anything with an offer that reaches closing and Agent cooperation is needed.
* All investors, new construction, and multi-transactional clients acquired while part of Company will remain with Company upon departure. Any other closed clients can transfer with an Agent as a referral base to the Agent.

Governing Law; Punitive Damages and Jury Trial Waivers:

This Agreement and the dealings of the parties is governed by the law of the state where the Agent works.

If Agent has any claim against the Company or its officers, directors, agents, employees, or members, which arises or relates to this Agreement or the dealings of the parties ("Claims), Agent agrees to first try to mediate the claim for 30 days.

Both parties agree that if any Claims are asserted in Court, the parties waive their right to seek or recover punitive damages or to have the Claims heard by a jury. The Claims will be heard by a judge.

Waiver:

Provisions may be waived from time to time by the Manager without prejudice when a waiver is advantageous to the Team. Waived provisions may be enforced later.

AGENT

Signature Printed Date

COMPANY

Signature Printed Date