

Realtor Specialist Independent Contractor's Agreement

Date:

Licensee (Realtor Specialist): **AGENT**

It is hereby understood that this agreement is for a term of 36 consecutive months, commencing immediately, and is automatically renewable each and every period unless otherwise cancelled in writing by either party (see cancellation policy below)

James Nellis II (Licensee & Team Leader for The Nellis Group, Keller Williams Capital Properties) hereinafter "company" is the top-producing licensee for Keller Williams Capital Properties, and is recognized as one of the Nation's Top Realtors. Because of this unique opportunity, **AGENT** (hereby known as contractor) has joined Keller Williams Capital Properties, with the intention of working and training as a licensed assistant for the Company as a Realtor Specialist Licensee (hereby also known as contractor).

Contractor shall be deemed to be an Independent Contractor. Contractor shall be free to devote his/her real estate brokerage business such portion of her entire time, energy, effort and skill as he/she sees fit and to establish his/her own endeavors. Contractor shall not be required to keep definite office hours, attend sales meetings or training sessions, adhere to sales quotas or participate in "floor time". Contractor shall not have mandatory duties except those specifically set out in this agreement. Nothing contained in this agreement shall be regarded as creating any relationship (employer/employee, joint venture, partnership, or shareholder) between the parties other than Independent contractor relations as set forth herein. Contractor has received notice that Keller Williams Capital Properties, The Nellis Group has not subscribed to a workers compensation policy for this state pursuant to a recent decision by the workers compensation board and its staff. Contractor hereby agrees not to claim or assert, or to support any third party assertion of, the existence of an employer/employee relationship between contractor and Nellis Group Enterprises nor Keller Williams Capital Properties.

The Nellis Group will provide for the licensee the following:

- Training through audio tapes, video and hands-on training with the company and other team members and team.
- Coaching on becoming a top producing Realtor Specialist.
- A stream of leads generated through the company's advertising programs and lead generation systems.
- Access to all Specialists within the Company (Pricing Specialist, Broker, Appraiser, Property Manager)

For a period of 36 consecutive months, the Licensee shall be a Realtor Licensee for the company, and Keller Williams Capital Properties, located in **COUNTY**. This contract automatically renews for an additional year (after the 36 months has concluded), every year, unless either party gives 60 days notice prior to the expiration date. During this time and during subsequent renewals of this agreement, the licensee shall work exclusively with the company; and real estate transactions conducted during this agreement and shall fall under the following terms and conditions:

- The Licensee is able to work with buyers and sellers
- The Licensee will receive a referral fee for each and every successfully closed transaction that the Licensee brings to fruition, based on the following scale: (*when discussing referrals paid to licensee, percentages are of the net commission earned after any referral fees and closing fees are paid out, or other fees paid out on behalf of the sale).
- The Licensee is responsible for the per month fee paid to Keller Williams Capital Properties
- The Licensee is responsible for the annual fee paid to Keller Williams International each year based on licensee production.
- The Licensee is responsible for the discounted team cap paid to Keller Williams Capital Properties.
- Commission is divided as follows on every transaction for buyer agent compensation: 10% to Company, 50% to Agent. If Agent generates the lead from their own SOI, shall receive a \$500.00 bonus at settlement for that transaction.
- Commission is divided as follows on every transaction for seller agent compensation: 10% to Company, 35% to Agent. If Agent generates the lead from their own SOI, shall receive a \$500.00 bonus at settlement for that transaction.
- Captive Buyer: If seller receives a loyalty rebate and elects to purchase a home with Company, Agent working the captive buyer will split the cost of the loyalty rebate with Company. (For instance, if Seller's Loyalty Rebate is \$3,000.00 then \$1,500 will be paid by Listing Side & \$1,500 will be paid by Buying Side (out of the buyer side the \$1,500 will come off the top of the commission prior to the 10% to the Company).
- Every Referral sent by Agent to another Company will be split 50% to Agent, 50% to Company.
- A commission fee will be charged on every transaction. If not collected by Agent it will come off the commission prior to any distribution.

It is understood that all real estate contracts presented by the Licensee will list The Company, Keller Williams Capital Properties, The Nellis Group the buyer specialist and James Nellis II (63294) as the selling or listing licensee representing the transaction. Only James Nellis II (or Nellis Group) is allowed to have his name on signs and all advertisement as required by Keller Williams Capital Properties. Both James Nellis II and the Licensees will sign the required state disclosure of representation pamphlet,

however.

Licensee will make clear to all clients that he/she is working with the company as the Licensee and James Nellis II could be included in the final negotiating process.

The Licensee acknowledges that he/she is operating under a non-compete agreement. In the event that Licensee should cease to be affiliated with the company and practice real estate with any other company, that Licensee will practice outside a 10 mile radius of this office and its market for eighteen (18) months following the date of termination of this contract.

Additional Guidelines:

The Licensee will provide the company with a written weekly update of all activity, phone calls, prospecting, and all basic activities related to the sale of real estate.

Coordinate efforts and provide updates and all sales regarding lending pre-qualifications and approvals, inspections and any information pertinent to closing with the Closing Coordinator of the company.

From time to time, the Licensee may be asked to help perform some other related real estate function. As a courtesy, the Licensee would be expected to comply.

Licensee will be willing to work Monday through Sunday as agreed between the company and the licensee.

Licensee agrees for the use of their image and brand on all marketing materials with all mediums for the benefit of the Company.

Loss or revocation of the Licensee's Real Estate license shall result in immediate termination of this agreement.

Licensee will always present and conduct him/herself in a neat and professional manner.

Associated Expenses:

- Licensee will be asked to maintain a cellular telephone and corresponding charges will be the responsibility of the Licensee.
- Licensee must provide and pay for their own automobile and transportation, home telephone, continuing education classes as required by law, license renewal fees, errors and omissions fee, Realtor renewal fees, franchise renewal fees, entertainment, travel and similar items.

Competitive Clause:

If, for any reason, the Licensee or The Company should decide to terminate this

agreement, the following provisions shall prevail:

- It is understood that all clients referred to the Licensee are, and will always be, The Company's clients. The Licensee promises not to solicit these clients after the Licensee terminates this agreement. If for any reason the Licensee solicits any of the company's clients, a 75% referral fee will be paid to Keller Williams Capital Properties and The Company on the close of any of these transactions.
- If it is further understood that any and all databases developed by Keller Williams Capital Properties, The company, or any of their subsidiaries are the sole property of same, and any attempt to use these databases after termination would be considered a violation of copyright infringement under Federal Law.
- All parties agree that any disputes between them that may arise under this agreement shall be resolved in accordance with the Biblical principles expressed in I Corinthians 6:1-7 and Matthew 18:15-17. This being the case, the Parties agree that any such disputes that cannot be resolved between themselves shall be submitted to Christian arbitration, and that both parties shall accept and abide by the decisions of the Christian arbitrator as final. The Christian arbitrator used by the parties shall be jointly chosen by the parties at such time as the need may arise. Any cost of arbitration to be split 50/50 between Licensee and The Company.

Exit Addendum Rider attached.

All terms and conditions set forth in this agreement are hereby agreed to on this **7th day of January 2017**.

Realtor Specialist Licensee

Contractor: The Company

Exit Addendum to Realtor Specialist Independent Contractor's Agreement

In the event that the Licensee should cease to be affiliated with the company and practice real estate with any other company within a 10 mile radius (after the initial 36 month term), that Licensee will refrain from any contact or solicitation of any clients/referrals obtained while working with The Nellis Group and surrender any passwords, content or software accessed through the prior relationship with The Nellis Group.

All systems, software, tools and terminology are owned by The Nellis Group. Licensee agrees to not utilize any materials, product, software and systems when working with a competing Real Estate practice in the local area.

Realtor Specialist Licensee

Contractor: The Company