

**COACH SUPER MIKE ™**

*Taking Real Estate Agents to Pinnacle Levels™*

**Team Member Agent Agreement ™**

**Team Agent Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Read the entire Agreement before you sign it.

2. Please ensure that you fully understand the commitments you are making under this agreement and the commitments (TEAM LEADER NAME HERE) hereby stated as (TEAM NAME HERE) is making under this agreement.

1. Be sure you fully understand that this is an Agreement between two Independent Contractors, and not an employment agreement.
2. Be sure you fully understand that this written Agreement cannot be altered or modified based solely on verbal discussions. Any changes must be made in writing and signed by both parties to the Agreement.
3. If you are unwilling or unable to fulfill any of the commitments you are making under this agreement, DO NOT SIGN this agreement.

**Agreement**

1. It is hereby understood that this agreement begins today and runs through until (DATE- USUALLY 1 YEAR LATER) and is automatically renewable each year unless otherwise cancelled in writing by either party or when a new agreement is signed.
2. (TEAM LEADER NAME HERE) of (TEAM NAME HERE) of (BROKERAGE HERE) is one of the top-producing agents for (COMPANY), and is recognized as one of (NAME OF STATE) the top REALTORS®. The Team's unique talents and energies, can achieve more than any single Specialist can accomplish. Because of this unique opportunity, (AGENT NAME HERE), hereby known as “Agent” is a member of (TEAM NAME HERE) with the intention of working under (TEAM LEADER NAME HERE) as a Licensed Agent on (TEAM NAME HERE).

1. (TEAM LEADER NAME HERE)and (TEAM NAME HERE) will provide the Agent the following:
2. Use of (TEAM NAME HERE) Transaction Coordinator, Client Care Coordinator and Team Technician to assist the Agent in clerical tasks, setting up showings, follow-up and feedback functions, entering of listings onto the multiple listing system, drafting listings, video tours, property marketing, coordinating files and transactions, answering and returning calls, filling out listing paperwork, preparing contracts, taking photos and videos, installing signs and lockboxes and a variety of other tasks associated with the showing of, sale and closing of each real estate transaction.
3. Training through One on One sessions, team meetings, and hands-on training with (TEAM LEADER NAME HERE) and other team members and staff.
4. Monthly (or twice a month) team meetings and One on One session’s as necessary.
5. A stream of leads generated through the (TEAM NAME HERE) VIP/CONCEIRGE Program, lead generation systems and other sources.
6. Voice mailbox, phone, letterhead, envelopes and basic office supplies, lock boxes, signs, flyers and other marketing materials upon approval.
7. Use of (TEAM NAME HERE)’s and (OFFICE NAME HERE)’s equipment and facilities, such as computers, copiers, fax machines, etc, as needed.
8. Systems, dialogues and scripts to assist the agent in closing deals.
9. Quarterly Client Appreciation Events.
10. Splits/Expenses/Incentives/Details:

For this period of 12 consecutive months, the Agent shall act as a Licensed Agent on (TEAM NAME HERE). During this time and during subsequent renewals of this agreement, the Agent shall work exclusively with (TEAM NAME HERE) and real estate transactions conducted during this agreement shall fall under the following terms and conditions:

1. The Agent will exclusively be referred buyers and also sellers periodically.
2. All office generated listing or buyer leads or potential sellers or buyers coming into the office shall continue to go to (TEAM LEADER NAME HERE) and distributed to the team.
3. Below are the approximate fees:

**Approximate Monthly fees: (Either paid by Agent, (TEAM LEADER NAME HERE)or split below per Agent choice)**

* Management fee (goes to Broker) $425.00
* Shared Office Expenses (all inclusive) $ 0.00
* Errors and Omissions Insurance $ 50.00
* (Company Name) International Ad Fund $140.00

Total Monthly: $615.00 \*\*

\*\* The initial monthly fee will be $615.00 per the attached schedule. An incentive plan is in place. When the agent reaches $22,500 in Gross Commissions Earned to them, their monthly fee will be reduced from $615.00 to $540.00. (This corresponds to a volume of $900,000 at 2.5%). This incentive resets annually.

**Approximate Annual Fees: (Paid by Agent)**

* Company International membership fee $400.00+/- Upon joining, then annually on that date
* MLS Board Dues $360.00+/- Due in December each year
* MLS Board Dues (2nd county) $186.00+/- Due on June 30th each year
* Supra $235.00+/- Due at anniversary date at agents supra start
* MLS Supra Participation $200.00+/- Due annually
* 2nd County Participation $25+/- Due January 31st each year
* Any other fees for dues/board fees/training/conferences, etc. as they come up

Total Yearly: $1,406.00+/-

1. Initialed below is the split that the Agent has chosen to be on for all transactions (residential and/or commercial listings/buyer deals, referral fees, bonuses, and rentals/leases) with (TEAM NAME HERE) and (TEAM LEADER NAME HERE) (**choose only one**):

* Option 1: 50%/50% if Agent and (TEAM LEADER NAME HERE)split the monthly fees \_\_\_\_\_\_\_\_\_ (Initial to choose this option)
* Option 2: 55% for Agent, 45% (TEAM LEADER NAME HERE), if Agent pays the monthly fees \_\_\_\_\_\_\_\_\_ (Initial to choose this option)
* (TEAM LEADER NAME HERE)will pay for the desk fee of the agent for the first three (3) months. Agent will reimburse (TEAM LEADER NAME HERE)for these payments from the first three (3) commission earned.

Note:

* Commission paid is based on net commission after (TEAM NAME HERE) commission/transaction fees, referral fees, (COMPANY NAME) dues/splits/franchise fees and any other deductions made from gross commissions.
* Agent is encouraged to reward office staff with occasional bonuses. This bonus is at the discretion of the Agent.

1. It is understood that all real estate contracts presented by the Agent will list (TEAM LEADER NAME HERE)and (OFFICE NAME HERE)as the selling (buyers)/listing (sellers) agent representing the transaction on behalf of (TEAM NAME HERE).
2. All marketing material and e-mails will use [xxxx@CoachSuperMike.com](mailto:xxxx@CoachSuperMike.com) and the office direct phone line and extension. In addition business cards, e-mail signatures and other marketing will conform to other marketing already in place by (TEAM NAME HERE). All marketing to be approved by (TEAM LEADER NAME HERE) and should conform with RE/MAX standards.
3. The Agent will make clear to all clients that he/she is working with (TEAM NAME HERE) as a Licensed Agent on (TEAM NAME HERE) and that (TEAM LEADER NAME HERE) will be included in the final negotiating process.
4. Agent is expected to adhere to these guidelines and minimum expectations below in order to obtain leads from the team:
5. Pay for their potion of monthly coaching. Team leader will pay \_\_\_\_\_\_\_\_\_\_. Team member will pay \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
6. Pay for and maintain a smart phone with access to calls, emails, texts and internet
7. Maintain a positive attitude and great teamwork.
8. Zero gossip. All items/complaints/comments will be directed toward the person and not behind their back.
9. Be supportive of all Team members on (TEAM NAME HERE).
10. Schedule time to prospect and be sure to return phone calls promptly and log calls.
11. Respond to all leads within 5 minutes of receiving the lead.
12. Prospecting – 5 calls a day-5 notes a day (5 days a week) – 2 pop by’s a week,
13. Show up *on time* for monthly (TEAM NAME HERE) meetings and monthly (OFFICE NAME HERE)office meetings.
14. Utilize all systems and scripts as taught by (TEAM LEADER NAME HERE).
15. Utilize our contact management system to enter Sphere of Influence and each and every lead. This system must be used to track all leads, schedule all appointments and to add all notes.
16. Arrange for buyers to meet with lenders.
17. Use lenders, attorneys, and vendors etc that are on our preferred (TEAM NAME HERE) list.
18. Explain consumer information statement to clients
19. Follow all ethics guidelines by all of our governing boards of Realtors.
20. Perform the buyers and sellers Client Care Questionnaire (CCQ) for all buyers and sellers
21. Perform all buyer’s consultations utilizing the (TEAM NAME HERE) Successful Buyer’s Guide
22. Perform all listing appointments utilizing the (TEAM NAME HERE) Successful Selling Guide
23. Whenever possible, utilize the Client Care Coordinator or the Transaction Coordinator to assist you in setting up all showing appointments and in readying contracts.
24. Give feedback on properties to listing agents when requested by them.
25. Forward to the Transaction Coordinator all offers once accepted.
26. Agent will make any and all necessary arrangements in advance with another agent of (TEAM NAME HERE) prior to any vacation. The agent will ensure that their files, prospects, customers and clients continue to receive uninterrupted service by the covering agent on “(TEAM NAME HERE)”.
27. Fill in for other (TEAM NAME HERE) agents at no charge on an emergency basis/vacation basis when needed.
28. Take off from Friday night sundown to Saturday night Sunday and do NO work. This includes no showings, appointments, emails, texts, calls, etc.
29. Schedule vacation days without conflicting with other team member vacation days.
30. Listen to/Watch/trainings and attend sales rally’s.
31. The Agent will coordinate efforts and provide updates on all sales regarding lending prequalification’s and approvals, inspections, appraisals and any information pertinent to closing with the (TEAM NAME HERE) Transaction Coordinator.
32. Agent will stay in close contact with all buyer and seller leads until closing.
33. Agent will call all sellers on all of their listings once a week consistently to provide updates.
34. Agents are to make every effort to use Lenders, Title Companies, Venders etc that are on (TEAM NAME HERE) preferred Team list. This is to be true for all leads but most especially leads that were provided to the agent from (TEAM NAME HERE)/(TEAM LEADER NAME HERE).
35. From time to time, the Agent may be asked to help another (TEAM NAME HERE) Member in the negotiating process or help in listing a home, showing homes or perform some other related real estate function. Team members will do this as needed during vacations or if there is a conflict in scheduling. As a courtesy, the Agent would be expected to comply and no referral or other fees are due whatsoever.
36. Agent and all licensed team members will maintain automobile insurance with liability coverage of, at least, $1,000,000 and name (OFFICE NAME HERE) as additional insured.
37. Agent, at Agent’s own expense, will make every effort to attend all company rally’s and conventions. If the Agent closes $7,500,000 in closed volume in the contract year, (TEAM LEADER NAME HERE) will pay for the flight, hotel and registration fees for the Agent to attend the main company convention for the Agent. These incentives will ONLY apply toward volume where commissions were paid out to the agent and team leader (no personal property). These incentives will reset each year starting on January 1st. All closed sales are based on the current calendar year.
38. Agent is encouraged to hold 1-2 open houses per month on (TEAM NAME HERE) listings.
39. Agent is required to host a broker’s open house for all new (TEAM NAME HERE) listings as needed.
40. Agent is required to work full-time (40+ hours per week).
41. Agent is required to make calls to past clients, Sphere of Influence and leads 5 day per week for at least 2 hours per day.
42. Agent is required to attend call mornings.
43. Agent is required to attend and participate in all team quarterly events.
44. All marketing and marketing materials are to be approved by the team leader.
45. Agent will be expected to have 3 (three) accepted contracts per month.
46. Agent will be required to handle all leads assigned plus proactive prospecting around our listings and investor base.
47. All accepted contracts along with all client, lender and attorney information is to be provided immediately to the Transaction Coordinator or at a minimum on the same day of acceptance and signing.
48. Agent will always put the client interest above your their interest.
49. Leads/transactions
50. All transactions brought in from the agent are subject to the agreed upon split.
51. Competitive Clause:

If, for any reason, the Agent or (TEAM LEADER NAME HERE) should decide to terminate this agreement, the following provisions shall prevail:

It is understood that all clients referred to the Agent are, and always will be, (TEAM LEADER NAME HERE)’s clients. The Agent agrees not to solicit these clients in any way, shape or form at any time in the future. If for any reason, the Agent solicits any of (TEAM LEADER NAME HERE)’s clients, a 100% referral fee will be paid to (COMPANY NAME HERE)-(TEAM LEADER NAME HERE) on the close of any of these transactions.

Upon termination all property of (TEAM NAME HERE) is to be returned within 5 business days, including training manuals/materials, signs, lock boxes, business cards, electronics, books, cd’s and any other property provided by (TEAM NAME HERE).

It is further understood that any and all databases developed by (TEAM NAME HERE) or (TEAM LEADER NAME HERE), 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 infringements under Federal Law.

1. Below are the “Agent” Financial Responsibilities:
2. Automobile
3. Automobile insurance
4. Gas
5. Cellular/smart phones
6. MLS dues
7. Head shot/photo for business cards/website/marketing
8. (OFFICE NAME HERE) monthly fees/desk fees (depending on the split chosen)
9. Company annual Franchise fees
10. Business attire/clothing
11. Personal computer
12. Conferences and Continuing Education classes
13. Any fines/penalties/judgments incurred by the agent
14. Company Convention (unless incentive is reached)
15. Below are the (TEAM NAME HERE)Financial Responsibilities:
16. Transaction Coordinator/Assistant, Client Care Coordinator, Staff, and Office
17. Advertising
18. Office Supplies
19. Voicemail
20. Postage (to be approved)- only on (TEAM NAME HERE) stationary
21. Cards, Letterhead and Envelopes
22. Business Cards
23. (OFFICE NAME HERE)monthly fees/desk fees (depending on the split chosen)
24. Company Convention (once incentive is reached)
25. Confidential Information:

Agent will be exposed to competitive information on how the business is run. Under no circumstance is any of the above or below information to be shared with any outside agent/person. Information about the business/team practices of (TEAM NAME HERE) includes but is not limited to:

* Business processes
* Systems
* Development plans
* Accounting
* Strategic/business alliances
* Information about clients, client list, and client requirements
* Systems, scripts and dialogues
* Databases and software programs developed for or used by “(TEAM NAME HERE)”
* Ideas and development plans for new products and services, including, but not limited to:
* Logic and process flowcharts
* Diagrammatic representations of functionality and any other aspect of the product and/or service
* Functional specifications
* Screen layouts and mock-ups
* Entity-relationship diagrams
* Formal code and other programming/pseudo-code documents
* Any other material that describes the ideas, function, operation, outcomes, of any products and services owned and/or currently being developed by “(TEAM NAME HERE)”.
* Information and Intellectual Property (as described above) developed by employees/ contractors at the direction of “(TEAM NAME HERE)”.

Confidential Information and Intellectual Property may be;

* Oral, written, electronic or other machine readable forms;
* Translated from the original, modified, updated, or altered
* All training material issued to Team Member
* Any “upcoming” nonpublic training and coaching material that Team Member learns about.

1. Emergency Contact Information

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_is providing emergency contact information below in the event that the office feels there is a concern to said persons where about or safety.

In the event said person does not show up to office or an appointment within \_\_\_\_\_\_hours of expected time without communicating with the office, said person gives any member of (TEAM NAME HERE) to contact persons below.

Persons to contact in an emergency:

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Acceptance of Terms for (TEAM NAME HERE) Agent Agreement

This agreement is entered into with full knowledge and acceptance of all terms and understanding that this agreement may be terminated with or without cause, and without prior notice by (TEAM LEADER NAME HERE)/Team Leader. Upon termination from (TEAM NAME HERE) any commission due, will be paid at dosing of that transaction.

By my signature, I agree with this contract in spirit and practice. My signature is a "good faith" confirmation of my support and willingness to forward the good of the clients and customers and (TEAM NAME HERE) above my own.

All terms and conditions set forth in this agreement are hereby agreed to on this **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

x\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ x\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AGENT NAME HERE (Agent) Date: \_\_\_\_\_\_ (TEAM LEADER NAME HERE)((TEAM NAME HERE)) Date: \_\_\_\_\_\_\_