

**TEAM MEMBER AGREEMENT**

Agreement made \_\_\_\_\_\_\_\_\_\_\_\_\_ (date), between ***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***referred to as “The TEAM” and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Independent Contractor, referred to as the “TEAM MEMBER”.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_is a team of licensed real estate salespersons and enjoys the goodwill and reputation for fair dealing with the public. The **TEAM** works in an appropriately furnished office, equipped with the latest technology and is fully staffed for rendering high quality real estate sales services to the public.

The **TEAM MEMBER** is an Independent contractor as well as a licensed real estate salesperson with Keller Williams Southern Nevada and is anxious to work with and train under \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as a **TEAM MEMBER**. **TEAM MEMBER** agrees to abide by all policies and procedures as set forth therein, including any subsequent modifications. By signing below, the **TEAM MEMBER** ACKNOWLEDGES THAT THE Keller Williams Policy and Procedure Manual is available for their review.

The **TEAM** and **TEAM MEMBER** agree as follows:

1. **TERM:**
2. This agreement shall remain in force and effect for a period of twenty four (24) months and is automatically renewable for an additional twenty four (24) month period.
3. **TEAM MEMBERS OBLIGATIONS:**
4. **TEAM MEMBER** will work exclusively with sellers and buyers generated by and/or approved by the **TEAM**.
5. **TEAM MEMBER** will work diligently and employ his or her best efforts to sell real estate on behalf of The **TEAM** and conduct themselves in a manner so as to maintain and increase the goodwill and reputation of The **TEAM**.
6. All real estate contracts with which the **TEAM MEMBER** has worked will be reported to the MLS with Keller Williams Southern Nevada as the primary broker, and The **Team Member** as the sales person or as indicated by **TEAM** management from time to time.
7. **TEAM MEMBER** must comply with all laws, and rules, and regulations governing real estate agents as enacted by the Greater Las Vegas Association of REALTORS and National Associations of REALTORS.
8. **TEAM MEMBER** must maintain current licensing, education, dues and fees as a REALTOR in the GLVAR and National (NAR) Associations of REALTORS consistent with industry standards.
9. **PAYMENT:**
10. The **TEAM** will not be bound to pay any fees to **TEAM MEMBER** for performance of above-described services other than the commission split and fees described under COMMISSION SCHEDULE AND EXPENSE REIMBURSEMENT below:
11. **RELATIONSHIP:**
12. This agreement shall be considered a binding relationship between the **TEAM** and the **TEAM MEMBER**, whom shall be deemed at all times to be an Independent Contractor.
13. **NOTICE:**
14. Any notice, request or demand to be given or served there under shall be in writing and shall be delivered personally with a receipt requested therefore or by facsimile or sent by a recognized overnight courier service or by the United States Postal Service registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective (a) upon receipt or refusal if delivered personally or by facsimile; (b) one (1) business day after depositing with such an overnight courier service or (c) three (3) business days after deposit in the United States Postal Service mail if mailed. All notices by facsimile shall be subsequently confirmed by a regular United States Postal Service Mail.

Notices to be addressed as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **WAIVER OF CONTRACTUAL RIGHT:**
2. The failure of either party to enforce any provisions of this Agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce or compel strict compliance with every provision of this Agreement.
3. **BINDING EFFECT:**
4. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, representatives, successors and assigns, and shall not be assignable by either party without the prior written consent of the other party.
5. **GOVERNING LAW:**
6. This Agreement shall be governed and construed in accordance with the laws of the State of Nevada.
7. **SEVERABILITY:**
8. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but by limiting such provision would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
9. **ENTIRE AGREEMENT:**
10. This Agreement shall be deemed to express, embody and supersede all previous understandings, agreements and commitments, whether written or oral, between the parties hereto with respect to the subject matter hereof and to fully and finally set forth the entire agreement between the parties hereto. No modifications shall be binding unless stated in writing and signed by both parties hereto.
11. **TERM-TERMINATION:**
12. This agreement may be terminated by either party upon 30 days written notice to the other party or at such time the **TEAM MEMBER** transfers from Keller Williams Realty to another brokerage or removes license from Keller Williams Southern Nevada, but the rights of the parties to any fees which accrued prior to termination shall not be divested by the termination of this agreement. Should this agreement terminate for any reason, any commission split later due **TEAM MEMBER** on fees collected after the termination date for transactions generated prior to termination shall be paid at the commission split that was submitted to Keller Williams Southern Nevada, provided that Keller Williams Southern Nevada actually receives the sales fees.
13. **EXPENSE REIMBURSEMENT:**
14. Except as described below, **TEAM MEMBER** shall be responsible for paying all of their own personal “out of pocket” expenses such as gasoline, car payment, liability insurance, CE courses, and shall not be entitled to reimbursement from The **TEAM**.
15. **DISCLOSURE:**
16. **TEAM MEMBER** is required to disclose any outside activities or interest that conflict or may conflict with the best interest of The **TEAM**. Prompt disclosure is required under this paragraph if the activity or interest is related directly or indirectly, to:
17. A product or product line of The **TEAM**.
18. Any activity that **TEAM MEMBER** may be involved with on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Team Name)
19. **INJURIES:**
20. **TEAM MEMBER** acknowledges **TEAM MEMBER’s** obligation to obtain appropriate insurance coverage for the benefit of **TEAM MEMBER**. **TEAM MEMBER** waives any rights to recovery and holds harmless The **TEAM** for any injuries that **TEAM MEMBER** may sustain while performing services under this Agreement and that may be construed to be a result of the negligence of The **TEAM** or **TEAM MEMBER’s** employees.
21. **INDEMNIFICATION:**
22. **TEAM MEMBER** agrees to indemnify and hold \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Team Name) harmless for all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may be asserted against \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Team Name) that result from the acts or omissions of **TEAM MEMBER.**
23. **ASSIGNMENT:**
24. **TEAM MEMBER** obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Team Name)
25. **CONFIDENTIALITY UNAUTHORIZED DISCLOSURE OF INFORMATION:**
26. If it appears that the **TEAM MEMBER** has disclosed (or threatened to disclose) information in violation of this Agreement, The **TEAM** shall be entitled to an injunction to restrain the **TEAM MEMBER** from disclosing, in whole or in part, such information, or from providing any services to any party to whom such information has been disclosed or may be disclosed. The **TEAM** shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.
27. **CONFIDENTIALITY:**
28. **TEAM MEMBER** recognizes that ***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***  (Team Name) has and will have: Inventions, products, prices, apparatus, costs, discounts, future plans, process information, trade secrets, technical information, customer lists, product design information, copyrights, referral source lists, lead generation systems, office process systems, databases, records, marketing and advertising systems. This includes any other proprietary information (collectively, “Property”), which are valuable assets of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Team Name). **TEAM** **MEMBER** will not at any time or in any manner, either directly or indirectly, use any property for **TEAM MEMBER’s** own benefit , or divulge, disclose, or communicate in any manner any property to any third party without the prior written consent of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Team Name). All “property” is to remain \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Team Name) and to be used only in conducting business for, or on behalf of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Team Name). A violation of this paragraph shall be a material violation of this Agreement.
29. In the event **TEAM MEMBER** leaves The **TEAM**, for any reason, The **TEAM** shall retain the right to use any materials using the name and photograph of The **TEAM MEMBER** until all distributed and advertising contracts have expired.
30. All contacts, sphere, and client information are the property and will remain the property of ***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*** (Team Name). The **TEAM MEMBER’s** personal sphere (not to overlap the sphere of the **Team**, new clients, the **Team’s** neighborhood farms) will remain with the **TEAM MEMBER** after terminating this contract, but for each closing resulting from that sphere in the six months after terminating this Agreement, the **TEAM MEMBER** will owe the **Team** a 50% referral for each transaction.
31. **CONFIDENTIALITY AFTER TERMINATION:**
32. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.
33. **RETURN OF RECORDS:**
34. Upon termination of this Agreement, the **TEAM MEMBER** shall deliver all records, notes, books, tapes, signs, lockboxes, lists, memoranda, models, and equipment of any nature that are in **TEAM MEMBER’s** possession or under **TEAM MEMBER’s** control and that are ***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*** (Team Name) property or relate to ***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*** (Team Name) business.
35. **SUPPORT SERVICES**:
36. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Team Name) will provide the following support services for the benefit of **TEAM MEMBER**:

* Staff and Administrative Support
* Lockboxes
* Office Space
* Advice and Assistance related to marketing Real Estate
* Advice and Assistance related to professional development in Real Estate Sales
* Access to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Team Name) listings for the purpose of holding “Open Houses’
* Consultations on sales transactions
* Mentoring, coaching and training
* Accountability calls with 411
* Transaction coordination
* Yard Signs
* Buyer leads as they become available
* Lead Generation printing, copying, and mailing
* Collateral
* Business Cards

1. **TEAM MEMBER** will receive and be responsible for managing and servicing all buyer leads, from lead to appointments, to buyer listings and closings, and follow up and post-sale lead generation. As \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Team Name) grows, buyer leads will be distributed amongst buyer specialists evenly from team leads. Leads generated directly from a **TEAM MEMBER’s** listing referral will be directed to the **TEAM MEMBER** that referred the listing or as **TEAM** management decides to from time to time due to strategic reasons.
2. The only exception to the distribution of buyer leads will be as follows:

* Team Leader or manager may still have buyers, either previous clients or customers that call and whom knows them personally and/or call specifically for them – these leads will be worked by the Team Leader without a **TEAM MEMBER** and without compensation to the **TEAM MEMBER**. OR, at the discretion of the Team Leader, these buyers will be worked by the Team Leader and the (or a) **TEAM MEMBER**, and commissions will be split using the **TEAM MEMBER** normal splits. The **TEAM MEMBER** shall still be involved in the transaction and work to get it closed. When the **TEAM** has multiple **TEAM MEMBER**S, Team Leader will retain 50% of the commissions and the other half will go to the **TEAM MEMBER** that was up next on the rotation.
* The Team Administrator/Business Manager reserve the right to work with his/her personal referrals and leads themselves. On these transactions, no commission or fees will be paid to **TEAM MEMBERS**.

1. **RELATIONSHIP OF PARTIES:**
2. It is understood by the parties that the **TEAM MEMBER** is an independent contractor with respect to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Team Name) and is not an employee of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Team Name) . \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Team Name) will not provide fringe benefits, including worker’s compensation, insurance, health insurance benefits, paid vacation, or any other employee benefit.
3. After six months of service, the **TEAM MEMBER** will have business conducted for them by The **TEAM** for one week to use as a ‘vacation’, without pay, splits shall be the same as if the **TEAM MEMBER** was working, with no additional charges or fees. A second ‘vacation’ will be granted after one year of service, with one week granted for each subsequent six months. Each “vacation” must be used within six months of being granted unless prior approval is given by The **TEAM** and will not accrue or build beyond. One week and no paid wages shall be offered for these weeks.
4. **TEAM MEMBER** shall have five, one day passes to use each year for personal days, sick days, or special holidays. Each pass shall be one day that The **TEAM** will conduct the **TEAM MEMBER’s** business without having any additional fees or referrals charged. All splits for business conducted for that day shall remain in place as if the **TEAM MEMBER** was conducting the business, but the **TEAM** shall not receive wages for these days.
5. **RESULTS INHERENT IN THIS POSITION:**

* To acquire customers through prospecting and/or incoming leads.
* To assist in all aspects of the sales process.
* Through communication and consistent follow-up and showing homes, assist customers to find the home of their choice and negotiate a successful contract.
* To work in conjunction with office staff to oversee contract to closing.

The purposes of this **TEAM** is to create a working environment where everyone works as a team and provides a lucrative income for its members, while “building careers worth having, living a life worth living, and owning a business worth owning.” **Team members** will rely on each other to be able to conduct their business and still be able to be who we need to be to our families, friends, and communities.

Attached and hereto made a part of this agreement are the following:

**EXHIBIT “A” – COMMISSION SCHEDULE**

**EXHIBIT “B” – INDEPENDENT CONTRACTOR AFFADAVIT**

**EXHIBIT “C” – STANDARD BEHAVIORS OF TEAM MEMBER AND KWSN ASSOCIATE**

**EXHIBIT “D” – LEAD DISBURSEMENT ADDENDUM**

**Party receiving services:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Team Name) Date: July 25th, 2017

BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of Team Leader for Team

Party providing services:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Team Member** Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of **Team Member**

**COMMISSION SCHEDULE FOR BUYER SPECIALIST**

**EXHIBIT “A”**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Team Name) will direct commission payments to **TEAM MEMBER** as set forth below. For the purposes of this Agreement, sales fees and selling agent bonuses generated by the **TEAM MEMBER** means fees actually received by Keller Williams Southern Nevada for sales of homes generated by the **TEAM MEMBER** without The **TEAM** flat rate commissions included. Commission splits/bonus splits shall be the net after any referral fees paid to licensed Real Estate entities other than\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Team Name). All of the **TEAM MEMBER’s** referrals inside GLVAR MLS will be referred to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Team Name) and for those going to other agents outside our area, The TEAM will receive **50 (%)** and the TEAM MEMBER will receive **50 (%)** of the referral paid to Keller Williams Southern Nevada.

**COMMISSION SPLITS**

All commission reductions shall be approved by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Team Manager for this purpose), prior to any discussions with other parties. All paperwork and guidelines set by Keller Williams Southern Nevada must be followed and adhered to, with paperwork turned into Keller Williams Southern Nevada in order to process payments.

* All Buyer Transactions where the leads are generated from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Team Name) clients, referrals, advertising, or listings will be paid at the following split:

**TEAM MEMBER/INDEPENDENT CONTRACTOR 50(%)**

**TEAM 50(%)**

* All transactions generated solely by the **TEAM MEMBER** from his/her personal database/sphere that would not have purchased with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Team Name) will be paid at the following split:

**TEAM MEMBER/INDEPENDENT CONTRACTOR 50(%)**

**TEAM 50(%)**

* All Listing Transactions in which the **TEAM MEMBER** assists with the sale (these responsibilities include but are not limited to arranging staging & pictures, placing lockboxes & signs, setting showings, answer agent questions, gathering and communicating feedback, meeting vendors, and conducting open houses) will be paid at the following split:

**TEAM MEMBER/INDEPENDENT CONTRACTOR 50(%)**

**TEAM 50(%)**

**ADDITIONAL BONUS SCHEDULES**

1. Any listing referral to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Team Name) that is generated solely by the **TEAM MEMBER** and results in sales paid to The **TEAM**, **TEAM MEMBER** will receive \_\_\_\_\_\_ of the listing agent commission. These referrals must be from someone the **TEAM MEMBER** secured the appointment with and would not have listed with\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Team Name). Previous clients of The **TEAM**, neighborhood farms, and personal contacts of the team, are exempted from this Listing Referral Agreement. Buyer leads from sign calls, advertising and open houses as well as any personal contacts belonging to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Team Name) that result in securing a listing sale directly because of the efforts of the **TEAM MEMBER** and results in home sales commission paid to the **TEAM**, **TEAM MEMBER** will receive a \_\_\_\_\_\_ listing referral of the listing commission
2. In the event that the **TEAM MEMBER** should sell one of The **TEAM** listings, listed by The **TEAM**, in addition to the **TEAM MEMBER** regular commission splits and outside of any other bonuses, the **TEAM MEMBER** will receive an additional **zero(%)** of the selling agent commission.
3. In the event that the **TEAM MEMBER** should lease one of The **TEAM** listings, listed by the **TEAM**, the **TEAM MEMBER** shall not be subject to a split**. TEAM MEMBER**, in this case, will receive the entire co-op commission, which shall be advertised in the listing service.

**PROFIT SHARING INCOMES**

Keller Williams Realty is a profit sharing company, where agents are able to share in the profitability of our Market Center. In the event The **TEAM** or **TEAM MEMBER** qualifies to receive profit share from Keller Williams Realty, profit share schedules will not be affected by this Agreement. Commission splits/bonus splits will not apply to profit share income.

**Party receiving services:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Team Name) Date:\_\_\_\_\_\_\_\_\_\_

BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of Team Leader for Team

**Party providing services:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Team Member) Date:\_\_\_\_\_\_\_\_\_\_\_

BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of Team Member

**INDEPENDENT CONTRACTOR AFFADAVIT**

**EXHIBIT “B”**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Team Member, SWEAR (OR AFFIRM) THAT:

* 1. I have paid and will pay future license fees and membership dues and all my automobile costs.
  2. I have paid and will pay future entertainment expenses in connection with obtaining and selling clients without receiving reimbursement from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Team Name)
  3. I schedule my own vacation with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Team Name) four (4) weeks in advance. I understand that I will not be paid for vacation time.
  4. I have not/nor will I receive a minimum salary or sick pay.
  5. I have paid and will pay future federal, FICA and state (if applicable) taxes.
  6. My association with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Team Name)may be terminated by either party per the terms above, but the rights of the parties to any fees which accrued prior to said termination shall not be divested by the termination of this Agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Team Name) may set tasks, define the objectives, and specify results to be achieved, but the mode and manner of accomplishment must be left to me.

The **TEAM MEMBER** shall not be treated as an employee with respect to the services performed hereunder for federal tax purposes.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Team Name) Date:\_\_\_\_\_\_\_\_\_\_\_\_

BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Team Leader Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Team Member Date:\_\_\_\_\_\_\_\_\_\_\_\_\_

BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Team Member Signature

**STANDARD BEHAVIORS OF TEAM MEMBERS**

**EXHIBIT “C”**

1. Be nice.
2. Be on time.
3. Have a sense of urgency always.
4. Pay the upfront price, and do the right thing always.
5. The results of the team will be given the highest priority.
6. All work will be performed according to the policies and standards of this office.
7. All work will be performed in accordance with all government laws, regulation, ordinances, and court rulings in those jurisdictions in which this office operates.
8. Those performing the work will be asked for input prior to any work process revision.
9. This office will achieve the highest possible degree of standardization in the work performed.
10. Action Plans will be performed in a routine, coordinated manner so as to continually duplicate desired results.
11. Staff assistance will be provided as needed per workload.
12. Steps of service, office rules, and office policies will be adhered to in all decisions.
13. Deadlines will be met on the time and day set.
14. Deadlines, dates, and times will be set for each project being done by the individual doing them.
15. A positive attitude will be maintained at all times while in the office and in working with customers and clients.
16. Techniques of mirroring, pacing, matching, and leading will be used in communications with others.
17. Leads will be followed up on the same day if received before 6:00pm. Any lead received after 6:00pm will be returned before noon the following day.
18. All work will be completed in a timely fashion.
19. Negative people and situations will be avoided.
20. Proof of insurance (E&O) naming this office, as co-insured will be maintained by **Team Member**.
21. Personal information about clients, customers, employees, staff, etc., is to be kept confidential.
22. The philosophy of The **TEAM** will be promoted at all times.
23. The phrase “unbelievable” shall be used, in an upbeat manner when anyone asks how this office/team is doing.
24. Business actions will be in conformity with this office’s Team Mission Statement.
25. Professional/Business Casual Dress should be maintained at all times.
26. Clients will be made to feel important in every way.
27. A high standard of integrity shall be maintained.
28. Approved “Scripts and Dialogs” will be used.
29. All reviews and discussions involving personnel will be kept confidential.
30. **TEAM MEMBER** is to become an expert in Real Estate Transaction negotiations, from mortgage leading, appraisals, home inspections, and closings.

***Henderson & Sons Group*** Date:\_\_\_\_\_\_\_\_\_\_\_\_

BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Team Leader Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Team Member Date:\_\_\_\_\_\_\_\_\_\_\_\_\_

BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Team Member Signature

**LEAD DISBURSEMENT ADDENDUM**

**EXHIBIT “D”**

The **TEAM** leads will be disbursed amongst **TEAM MEMBERS** by the processes established by **TEAM** management and locally by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Team Member in Charge of Leads). Leads will be divided into categories, for example: referrals, sign calls, and internet inquiries. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or TEAM Manager in charge of distributing leads as it may change from time to time, reserves the right to send new leads from each of the designated categories given to each **TEAM MEMBER** based upon each **TEAM MEMBER** lead conversion (from lead to closing) rate percentage and areas of expertise.

**Party receiving services:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Team Name) Date:\_\_\_\_\_\_\_\_\_\_

BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of Team Leader for Team

**Party providing services:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Team Member Date:\_\_\_\_\_\_\_\_\_\_\_

BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of Team Member