

Contract For Sales Agent/Buyer Agents/Staff/Assistants On The Brenda Bianchi Team

This agreement is between Brenda Bianchi and _____ effective this _____ day of _____ in the year of _____, and by their signatures and initials each party agrees to all terms and conditions of this agreement. It is agreed that the status of employment is an Independent Contractor.

GENERAL STIPULATIONS

1. **Standard of Performance.** I understand that Brenda Bianchi has a high standard of performance and I agree to adhere to the best of my ability to that high level. I understand that I will be given minimum performance requirements by Brenda Bianchi and that my job performance in relationship to these requirements will be reviewed on a weekly basis. I understand that I am an extension of Brenda Bianchi and when dealing with clients will promote her and her Team concept. I will maintain a professional appearance and attitude when dealing with clients and while working in the office.
2. **Duties of an Agent or Personal Assistants.** I understand that my duties as a licensed agent and job function are to be determined by Brenda Bianchi and/or Sales Manager and that these responsibilities will be reviewed, augmented and/or amended by them as necessary. I understand that my attitude, appearance, service and skills reflect upon Brenda Bianchi and, therefore, any deficiency of any of the above may result in the termination of this agreement at the sole option of Brenda Bianchi (see Schedule A).
3. **Compensation:** The following compensation schedule (which can be amended at any time during the contract by Brenda Bianchi with 30 days notice) shall apply for my position of Sales Agent to Brenda Bianchi (see Schedule B).
4. **Property of Brenda Bianchi:** I agree that all leads, clients, buyers and sellers I am working with are the property of Brenda Bianchi, and upon termination of this contract, whether by Brenda Bianchi or myself, all of the leads, clients, buyers and sellers will remain with the staff of Brenda Bianchi. In the event of this paragraph is violated or breached, paragraph 10 of this contract will be enforced.
5. **Data Base Procedures:** (1) All new prospects will be cross-referenced on the database management system whenever possible **before** you work with them. (2) All leads entered onto the database management system must be contacted at a minimum of every 7 to 30 days. Comments of each update must be entered onto the system as proof of contact. (3) Leads not contacted in the last 30 days will **not** be eligible for referral compensation. (4) If an agent cannot check the database prior to negotiating a sale or listing and the client is registered with another team member who has contact within the previous 30 days, a referral will be paid to the agent who registered the lead originally according to the terms of Schedule B.
6. **Open House Tours:** All leads are to be entered onto the database management system and followed up accordingly. If the leads are not already registered in the system, I am expected to launch an appropriate follow up plan.
7. **Calendar Leads:** All leads are the property of Brenda Bianchi. If a client is not ready to buy or sell, but there is a reasonable expectation that such a decision will be reached within one (1) year, then I will enter them onto the database management system and schedule the appropriate follow up. A- Buyers – call every 3 days (ready to buy now). B – Buyers (not in a hurry) call every 1 to 2 weeks.

8. **Scripts and Databases:** It is agreed that all materials, scripts and correspondences will be approved by Brenda Bianchi for the use and are the property of Brenda Bianchi. All databases are not to leave the office or to be copied in whole or in part without the permission of Brenda Bianchi.
9. **Limitation of Authority:** When a client is prepared to list and/or purchase a property, I will use the training and materials (including listing forms), provided to me by Brenda Bianchi to obtain the most accurate list price for the longest term. I will also endeavor to maintain the maximum acceptable commission including the transaction fee whenever possible. I agree to refer any client or potential client inquiring about entering into our **Trade up Program** to Brenda Bianchi. I agree that if I do not know how to do something, or if I do not feel comfortable performing a task, I will say so. All legal, tax, real estate and associated discussions outside my comfort level shall be immediately referred to Brenda Bianchi.
10. **Liquidated Damages.** All leads generated are the sole property of Brenda Bianchi. If for any reason this contract is terminated, I agree that the established value of any lead or client acquired under this contract for the purposes of liquidation damages are”
(a) Residential Property - \$5,000.00 per lead.
(b) Multi-Family, Commercial, and Land - \$8,000.00 per Lead
11. **Minimum Commitment.** By signing this agreement I agree that this relationship has a Minimum of a one (1) year commitment. Any time period less than one (1) year allows For an inadequate payback to Brenda Bianchi for efforts in training. Should I leave the Brenda Bianchi Homeselling Team prior to the one (1) year period, then all work in progress becomes the property of Brenda Bianchi and commissions or bonuses will be paid on the agreed compensations terms. (See Schedule C). After 1 year of service with the Bianchi Team, you will be on a month-to-month contract. To terminate this contract, either party can give the appropriate party a two weeks notice.
- 12. Covenant Not to Compete.** I agree not to directly or indirectly, as a principal, agent, broker, employee, consultant, director, or owner or equity interest or in any other capacity, become engaged in the real estate business using in part, or in whole, the Brenda Bianchi Marketing System. This provision shall be enforceable by injunctive or other equitable relief. In the event any provision shall be held invalid or unenforceable, the remainder of this paragraph shall continue in full force and effect as if such invalid or enforceable provision were not contained herein. In the event of such finding of invalidity or unenforceability of any such provision shall be predicated upon the length of the term of any covenant be deemed modified to the maximum area and/or the maximum terms as any court of competent jurisdiction shall deem reasonable.
- 13. Expenses.** I understand that any expenses, such as, personal long distance telephone use, business cards (after first 1,000, which are paid for by Brenda Bianchi), personal mailings or unauthorized mailings to clients and prospects, as well as any board or professional dues, shall be paid for at my own expense. I am to provide Brenda Bianchi with a photo (Joint cards are to be used). The Bianchi Team will not pay for any personal farming. Upon closing each deal, schedule B will be used to calculate expense and commission.
- 14. Personal Computer Cost.** I understand that Brenda Bianchi will provide me with an office equipped with a desktop computer and access to a common printer. All equipment provided by Brenda Bianchi for the agent’s use is the sole property of Brenda Bianchi and upon

termination of this contract remains her property. Brenda Bianchi provides technical support and servicing for in-office equipment. Any off-site equipment support and servicing (laptops, printers, etc.) is the sole responsibility of the Agent. The Agent will pay for misuse of Bianchi Team equipment creating expense. Agents need to be in the office Monday thru Friday a min. of 3 hours per day doing phone prospecting and contact follow up.

- 15.** The attached Schedule a forms part of this agreement.
- 16.** The attached Schedule B forms part of this agreement
- 17.** The attached Schedule C forms part of this agreement
- 18.** Employment Status. Bianchi Team retains individuals as independent contractor to assist the Bianchi Team in the performance of real estate-related activities and/or personal assistants for various corporations. With the respect to the clients and customers for whom service is performed within the scope of this Agreement, Individuals will be construed to be a Team member of The Bianchi Team; otherwise, Individual will not be deemed a servant, employee, joint venture or partner of the Bianchi Team for any purpose. Individual will not be treated as an employee for Federal tax purposes with respect to the services performed for Bianchi Team under this agreement. Individual is responsible for paying his/her own estimated income tax payments, self-employment taxes, occupational taxes and other taxes, if any, to the appropriate governmental entities. Bianchi Team will not withhold any taxes from compensation due to Individual, nor will Bianchi Team provide worker's compensation insurance for Individual.

I HAVE READ, UNDERSTOOD AND AGREE TO THE ABOVE PROVISIONS.

Licensed Team Member/Date

Brenda Bianchi/Date

SCHEDULE A

DUTIES OF A BUYER AGENTS/LISTING AGENTS/ASSISTANTS

- Attend meetings as requested (First Wed. of each month at 11:00) for a 1 hour Training meeting. **NO** leads will be given to you that week if you miss a meeting. These meeting consist of training and role-playing to ensure we are working as a Team.
- Perform Agent Open Houses or Sunday Tour of Homes or Open House 1 time per month minimum. Impute all clients into Agent Software and schedule follow up. (If you do not have clients to work with on the weekend – you need to do an open house or tour of homes on Saturday or Sunday)
- Implement goal setting programs pertaining to: Sales, Offers, CMA's, Buyer Contracts, Listings, etc. on **WISE AGENT**, **RECORD ALL CONVERSATIONS ON WISE AGENT**. (In short when you are talking you are typing)
- Launch follow up plans for Buyer/Seller leads via the database management system.
- Return all lead calls within 10 min. if a live call lead, and within 24 hours if a web hit.
- Launch Past Client monthly mailings for all our past clients who have remained and who have been entered into the database management system, on MLS. These leads are to be followed up at a minimum of 1 x per week. Once thirty (30) days have passed with no follow up call, the lead can be pulled and given to another team member. When your deals close, change the address of the client and status to "Past Client" so they will receive monthly mailings.
- Place all qualified buyer prospects who plan to purchase within twelve (12) months, passed with no follow up call, the buyer lead will be taken away and given to another associate to follow up on with no referral fee paid.
- All contracts & correspondence to be signed Brenda Bianchi Team/Your Name.
- All Buyers that you do not want to work with, whether it is a personality conflict, area or price range you do not want to work in, are to be given back to Staff to be re-assigned. Leads that you have not contacted within 30 days will be re-assigned & no referral will be paid to you.
- Never give a Buyer a key or code to a property without prior permission from the listing agent or seller.

Use scripts, listen to tapes, read books – educate yourself on a daily basis.

Buyer's Specialist

Date

Brenda Bianchi

Date

SCHEDULE B

Commissions

***Commission is paid per schedule regardless of whether it came from Gulf Coast Preferred Realty, Inc. Lead Generating or from Agents personal sphere.

1. **Buyers**

- Earnings are calculated from YEAR TO YEAR on Calendar Basis (Jan thru Dec) Commissions are paid as follows:
- 10% to Call Coordinator if involved (This comes from BA side)
- Sales in Pasco or Tampa - Company receives 40%
- Sales in Pinellas – Company receives 50%
- E & O insurance. \$40.00 from Agent
- \$100 transaction fee from Agent
- Each calendar year after Agent has earned \$50k, they will receive an additional 5%. After \$75k an additional 5%.

*** Personal Purchases (not family or friends) and Sales up to 6 per year. No commission will be taken by Brenda, however, you will need to deduct E&O and the Transaction Fee.

2. **Offer Presentations**

25% or \$500.00 (whichever is less) paid by Brenda Bianchi upon closing for an accepted offer presented and negotiated by the Buyers agent on Brenda Bianchi's behalf – only if accepted (normally you will not be asked to do this). Brenda Bianchi to receive this referral if she presents offer on your behalf.

3. **Listing Commissions**

****All Listings during your first year are REFERRED BACK to Brenda. 25% Referral is paid on a personal referral brought from your source. ****

AFTER 1 YEAR OF WORKING FOR THE BIANCHI TEAM. BUYER AGENTS MAY TAKE LISTINGS ON BEHALF OF BRENDA BIANCHI. Leads obtained from Listings obtained on behalf of the Bianchi Team are divided evenly among the team. Commission is less on a listing as company pays more for overhead.

*** Buyer's Agents can only take listings after TRAINED by Brenda. * If you have BB go with you on any listing you will only receive 25% (Experienced Agents may be approved to take listings sooner. This will be decided based on experience)**

Buyers Agents must use Listing Presentation supplied by Brenda Bianchi. Buyer Specialist pays all advertising promised in addition to what Brenda Bianchi & Team Supplies. (See Listing Info Sheet)

Buyer Agent Listings

- 10% to Call Coordinator if involved (This comes off the top)

- Sales in Pasco or Tampa - Company receives 45%
- Sales in Pinellas – Company receives 55%
- E & O insurance. \$40.00 from Agent
- \$100 transaction fee from Agent

4. Referrals and Home Warranties

- 50/50 Split (5% Transaction fee - paid to Bianchi Team)
- On flat fee to By Owners on a \$250.00 signup, the agent will receive \$100.
- On a flat fee to Sellers of \$2,995, the agent will receive \$1,000.
- On a referral of a property management account, the agent will receive 30% of the lease fee after any outside agent has been paid..

NO AGENTS ARE ALLOWED TO LIST RENTAL PROPERTIES!

Referrals are only paid one time for a client

5. Showings (Please use other agents before consulting Brenda.) If you use Jenn to write addendums, no charge. This is part of the closing service we provide. If you use Jenn to meet a client and write an offer, a \$50.00 referral fee will be paid to her upon closing. If Jenn attends the closing for you at Affiliates Title, a \$50.00 referral fee will be paid to her, any other title co., \$100.00 referral fee will be paid to her. Keep in mind these fees come off your side.)

OOT - When you go out of town, please make pre-arrangements prior to leaving. If you don't, Company will determine what is fair based on notes and results of what happened in your absence.

\$250 referral fee is normally paid to the agent for showing on your behalf. However, if this is a brand new client and no contact has been made with the buyer other than messages by you or by staff, the client will be given to the agent taking over with no referral fees owed to you.

If contact has been made but no physical showings yet, and the agent taking over invests a lot of time, they will be paid the commission earned minus the \$250 to the absent agent for the contact that they made by phone or e-mail.

If absent agent has invested time in showing and the agent taking over only shows a few properties, then that agent will receive a \$250 referral fee from the original agent when that property closes.

If absent agent has invested a lot of time in showing and the agent taking over also invests equal time and writes an acceptable offer, the commission will be split 50/50 between the two agents and all normal company fees apply. If no offer is made, a referral

fee will be paid to the agent who filled in for the absent agent of 25% once buyer closes on a contract.

6. Open Houses

Open Houses and Tour of Homes on Bianchi Team Listings are encouraged. This is a great way to pick up Buyers and extra compensations. If another agent writes an accepted contract as a result of your open house a \$250.00 showing fee will be paid to you upon closing. You are required to have a min. of 1 per month per your contract.

Buyer's agents and all assistants are Independent Contractors and Hold Brenda Bianchi and all Corporations Harmless from any situation that might arise in connection with their agreements to perform duties for both.

Buyers Agent: _____ Brenda Bianchi _____

Date _____ Date _____

SCHEDULE C

MINIMUM COMMITMENT

If agent leaves before one (1) year commitment is fulfilled, any clients in process of a transaction remain property of Brenda Bianchi. Any deals, written, but not yet closed will be paid according to the attached Schedule B. I agree not to contact clients and should they contact me I will immediately refer them to the Bianchi Team.

I will supply a photo to be used in promoting Gulf Coast Preferred Realty, Inc. and authorize them to use it at their discretion.

Buyer Specialist: _____ Date: _____

Brenda Bianchi: _____ Date: _____

SCHEDULE D

POSITION CONTRACT: BUYER'S AGENT/LISTING AGENT/ASSISTANT

OVERALL RESPONSIBILITY:

To over-service homebuyers and sellers and WOW them with our Systems

DUTIES:

To convert "hot leads" generated through our marketing efforts (and passed to you) to a face-to-face Presentation with the prospect by following up with regular calls which you will schedule through the contract management systems.

To always identify yourself as a member of Brenda Bianchi and Team.

To attend meetings as requested. The first Wednesday of each month, 1 hour training session. 11:00 a.m. (If you miss a meeting you will not receive new leads that month)

To enter all leads you wish to work on personally onto the contact management system and document each and every conversation with full notes on the contact card (remembering to set a call-back time)

Send any dead leads to Brenda's computer for deleting, along with an explanation for such action.

SELLERS:

All Listing leads are to be immediately referred to Brenda Bianchi unless you have worked for the Bianchi Team for 1 year and have been fully trained to take listings.

- **To follow the *Ultimate Listing Presentation* when making a presentation to a seller and sign sellers to a listing agreement.**
- **To conduct Tour of Homes or Open House.**
- **To use the trade program, where applicable to solicit listings (subject to final approval of the Rainmaker).**
- **Ensure all sellers receive our monthly newsletter.**

BUYERS:

- **To follow the VIP Buyer Presentation when making a presentation to a buyer and sign buyers to contract.**
- **To show homes.**
- **To prepare and present offers.**
- **Based on geographical area, convert buyer inquiries into listing appointments.**

- To ensure all buyer prospects receive their Buyer Profile (house hunting) information.

Employee Name : (Mr/Mrs/Ms) _____

Commission : Split is ____ % after E&O Insurance and Transaction Fee of \$100 to Bianchi Team off Agents side. If Prospect Coordinator is used, 10% is paid from BA commission. (See Schedule B)

Referrals : will be split according to Schedule B

Leads / Clients : All leads / clients are the sole property of the Rainmaker. All systems / leads / databases are strictly confidential and are not to be discussed / shared outside of our facilities.

Miscellaneous : Performance will be reviewed periodically with the Rainmaker to ensure that business standards are being met, and that volume of expected business is being achieved in accordance with the performance guidelines set upon hiring.

I agree to perform the duties outlined above with the highest degree of professionalism and integrity, understanding that my actions and behaviour reflect on the reputation and business of our office. I will execute these tasks by fully drawing upon the skills and experience I outlined during the hiring process. Should I find that I am unable to complete my duties as expected, I will fill out an Exception Report and return it to my Office Manager.

EFFECTIVE DATE OF EMPLOYMENT (DD/MM/YY) _____ / _____ / _____.

SIGNATURE OF Independent Contractor _____.

**State of Florida
Department of Business and Professional Regulation
Florida Real Estate Commission
Change of Status for Sales Associates and Broker Sales Associates
Form # DBPR RE 11**

TRANSACTION CHECKLIST - IMPORTANT - Submit all items on the checklist below with your form to ensure faster processing.

ALL License Applicants must submit:

- Completed application
- No fee is assessed for this transaction

Please mail your completed form, documentation and required fee(s) to:

Department of Business and Professional Regulation
1940 North Monroe Street
Tallahassee, FL 32399-0783

State of Florida
Department of Business and Professional Regulation
Florida Real Estate Commission
Change of Status for Sales Associates and Broker Sales Associates
Form # DBPR RE 11

Check the box for the relevant transaction in Section I and complete the applicable additional section(s) only. Leave the sections that are not relevant to your desired transaction blank. If you have any questions or need assistance in completing this form, please contact the Department of Business and Professional Regulation, Customer Contact Center, at **850.487.1395**.

For additional information see Instructions at the end of this form.

Section I – Transaction Types

TRANSACTION TYPES	
<input type="checkbox"/> Add Employee [3020] <input type="checkbox"/> Terminate Employee [4020]	<input type="checkbox"/> Become Inactive [4020] <input type="checkbox"/> Change Employer [9007]

Section II – Associate Information

ASSOCIATE INFORMATION				
License Number:				
Last/Surname	First	Middle	Suffix	
Primary Phone Number	Primary E-Mail Address			

Section III – Broker or Company Information

COMPANY INFORMATION			
Last/Surname (Qualifying broker)	First	Middle	Suffix
License number of real estate company:			
Name of real estate company:			
Primary Phone Number	Primary E-Mail Address		
Signature of qualifying broker that is adding or terminating employee:			

Section IV – Affirmation By Written Declaration

AFFIRMATION BY WRITTEN DECLARATION	
<p>I certify that I am empowered to execute this application as required by Section 559.79, Florida Statutes. I understand that my signature on this written declaration has the same legal effect as an oath or affirmation. Under penalties of perjury, I declare that I have read the foregoing application and the facts stated in it are true. I understand that falsification of any material information on this application may result in criminal penalty or administrative action, including a fine, suspension or revocation of the license.</p>	
Signature:	Date:
Print Name:	

Instructions and Additional Information

If you have any questions or need assistance in completing this form, please contact the Department of Business and Professional Regulation, Customer Contact Center, at **850.487.1395**.

1. **Information:** This application is required for a change of status to the license of a sales associate or broker sales associate. A change of status is any change in the employment status (new employment, change of employment, or termination of employment of the licensee).
2. **Application Instructions (by section):**
 - a. **Section I – Transaction Types**
 - i. **Applicants must check only one transaction type.**
 - ii. **Add Employee:**
 - (1) Select this transaction to add a sales associate or broker sales associate as an employee of a real estate company or sole proprietorship.
 - (2) Successful completion of this transaction will activate the associate's license status and relate that license to the license of the employer's qualifying broker.
 - iii. **Terminate Employee:**
 - (1) Select this transaction to terminate a sales associate or broker sales associate as an employee of a real estate company or sole proprietorship.
 - (2) Successful completion of this transaction will deactivate the associate's license status and end the relationship of that license to the license of the employer's qualifying broker.
 - iv. **Become Inactive:**
 - (1) Select this transaction to change your license status to inactive.
 - (2) Successful completion of this transaction will deactivate the associate's license status and end the relationship of that license to the license of the employer's qualifying broker.
 - v. **Change of Employer:**
 - (1) Select this transaction to change your employer information.
 - (2) Successful completion of this transaction will deactivate the associate's license status and relationship with the prior employer and activate the associate's license status and relate that license to the license of the new employer's qualifying broker.
 - b. **Section II – Associate Information**
 - i. Fill out each section completely.
 - ii. Provide the license number of the sales associate or broker sales associate.
 - iii. Provide the name of the sales associate or broker sales associate as it appears on their real estate license.
 - iv. Provide a valid phone number and email address for the associate. Contact information is often used to quickly resolve questions with applications by telephone call or email. If contact information is not provided, questions regarding applications will be mailed to the applicant's mailing address and may take longer to resolve.
 - c. **Section III – Broker or Company Information**
 - i. **Important notes pertaining to this section:**
 - (1) **For adding an employee:** the employer must provide the company/sole proprietor information and sign this section to authorize the addition of the associate as an employee.
 - (2) **For terminating an employee:** the employer must provide the company/sole proprietor information and sign this section to authorize the termination of the associate as an employee.
 - (3) **For an associate becoming inactive:** the associate must provide the company/sole proprietor information for the company they wish to become inactive from. There is no need to have a qualifying broker sign the section.
 - (4) **For an associate changing employers:** the new employer must provide the company/sole proprietor information and sign this section to authorize the addition of the associate as an employee.
 - ii. Provide the name of the qualifying broker for the real estate company or sole proprietorship.
 - iii. Provide the license number of the real estate company or sole proprietorship.
 - iv. Provide the name of the real estate company or sole proprietorship.
 - v. Provide a valid phone number and email address for the qualifying broker. Contact information is often used to quickly resolve questions with applications by telephone call or email. If contact information is not provided, questions regarding applications will be mailed to the applicant's mailing address and may take longer to resolve.
 - vi. The signature of the qualifying broker for the real estate company or sole proprietorship is only required if this application is being used to **add an employee, terminate an employee, or change employer information.**

d. Section IV – Affirmation By Written Declaration

- i. The sales associate or broker sales associate must sign the Affirmation by Written Declaration.