



Our Name is Our Promise



What's included in This Book of Benefits

Six Agent Guarantees

#1 Brand for Seller Attraction

#1 Plan, System, Skills Training

#1 Leading Edge Technology

Intellectual Property

Coaching and Training System

Orientation

Success Track Onboarding

Pay Plan

Independent Agent Agreement



Scan the **QR Codeson each page for
additional details on
that benefit**



SIX AGENT GUARANTEES

- 1. You Will Generate More Buyer and Seller Appointments at Your Home Sold Guaranteed Realty Than You Did at Your Previous Brokerage, or We'll Pay You \$10,000*!
- 2. The Best Sales, Negotiating, Closing and Marketing Skills Training and Coaching for Agents Guaranteed! If anyone can show better, we will donate \$10,000 to the charity of your choice.
- 3. Income Increase Guarantee! Earn at Least \$100,000 in New Additional Income or or We'll Pay You the Difference!*
- 4. Retirement Plan! You Will Receive a Three Tier Revenue Share Plan Earning You a Portion of Income from Every Agent You Introduce to the Company!
- 5. We Donate a Portion of Our Income from Real Estate Sales to Worthy Cause Sponsored Charities.
- 6. Second Mile Service! Your Requests for Assistance Will be Handled Within a Business Day (9AM 8PM ET using YHSGRSupport.com. If we fail, we'll pay you \$500 as a penalty for poor service!***

Terms and Conditions

• *Provide documentation of your previous 12 months of income from a certified public accountant and provide documentation from your CRM of your previous 12 months of buyer and seller appointments generated, working as a real estate agent, within 30 days of your start date at Your Home Sold Guaranteed Realty; and show proof of fully implementing the first 18 weeks of the Twelve Months Check List within 13 months of your start date at Your Home Sold Guaranteed Realty. In addition, you must attend at least one of the Your Home Sold Guaranteed Realty Conferences within the first 12 months of joining the company.

(Proof of income, proof of appointments, proof of full implementation of plan and system and attend the conferences as per the stipulations above).

***Paid as a credit on your next closing

| A + O: + | |
|------------------|--|
| Agent Signature: | |

THE #1 BRA 5(0); ATTRACTION





Scan Code for Video Details on The #1 Brand for Seller Attraction.

tinyurl.com/1-brand-for-seller-attraction

Why Would I Contact You to Sell My Home Over Any





Our Name is Our Promise





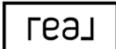












COMPASS REAL ESTATE

corcoran





If you have to run around town spending time and money telling prospects who you are, what you do, how your different and how that benefits them... you have a brand positioning problem...

Gary V.



THERE IS ONLY PLAN AND SYSTEM



LIFETIME CUSTOMER

SYSTEM



Scan Code for Video Details on The Plan and System.

GUARANTEED REALTY

AUTOMATIC REVERSE PROSPECTING SYSTEM



Run Direct

Response

LEAD

GENERATORS

to compel

prospects

to contact you

Use
AUTOMATION
to answer
SIFT & SORT
your best
prospects

LEAD CONVERSION SYSTEM



Implement
FOLLOW-UP
System
(convert
prospect to



Compellingly,
PRESENT
BENEFITS
(USPs) (convert
prospects to



SERVICE by implementing Systems & Assistants to handle a Quantum

Communicate

with clients to obtain testimonials & REFERRALS to build future SYSTEM

YOUR HOME SOLD
GUARANTEED REALTY
Our Name is Our Promise

The Millionaire Agent
Super Profitable Sales Team

FIRST TWELVE MONTH'S CHECKLIST

Growing a business is complicated. We all want to get it right. We exist to help. 100% of Agents who have Implemented this Plan are Millionaire Agents!

"When I first started, I was earning \$200K a year and grinding every day. With the 12-month checklist, everything changed. Today, I earn \$10 million a year in income, not just volume—and I don't even need to be in the office. I built a team, a system, and a business that now serves me."

NATHAN CLARK





YHSGRU.COM

The #1 sales skills, negotiating skills, closing skills, and marketing skills training platform in real estate guaranteed! if anyone can show better well donate \$10,000 to the charity of their choice.



Leading Edge Technology

The Technology is available as an optional add on for additional investment.



YHSGR LEAD GEN WEBSITE & CRM

- $\sqrt{}$
- Multiple Cash Offers + Guaranteed Price Platform
- **Dotloop for YHSGR**
- YHSGR MyState MLS System*
- YHSGR Zillow Listing Showcase System
- YHSGR A.I. (Lex-E)*





<u>Tinyurl.com/yhsgr-website-and-crm</u>





Scan Code for Video Details on The YHSGR Website and CRM.

HE #1 WEBSITE AND CRM TO POWER YOUR VISION

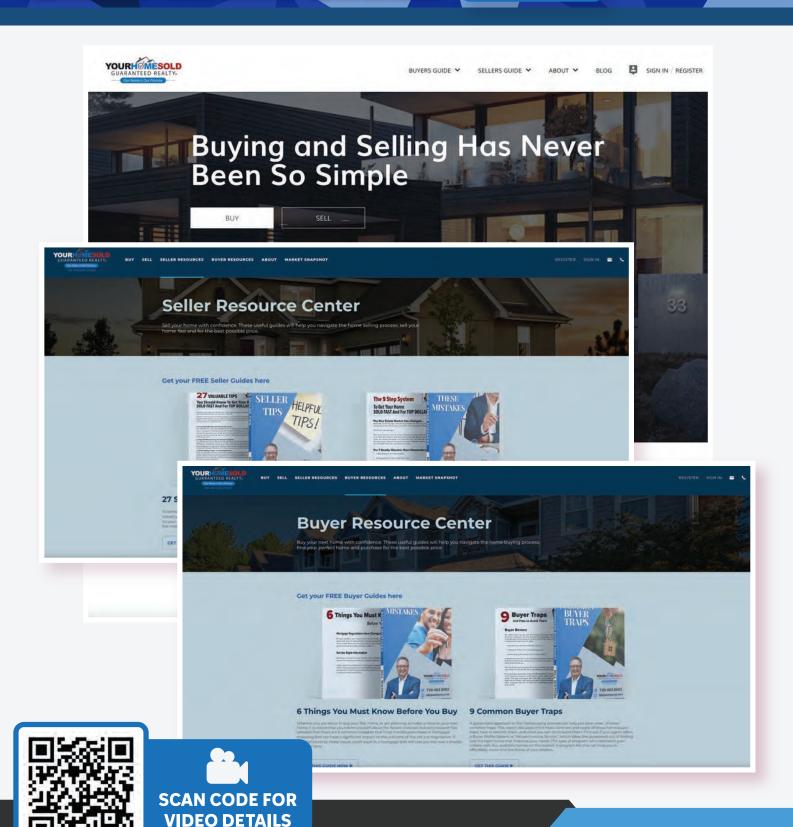


YHSGRLEAD GEN WEBSITE





Scan Code for Video Details on The YHSGR Website and CRM.



YHSGR CRM



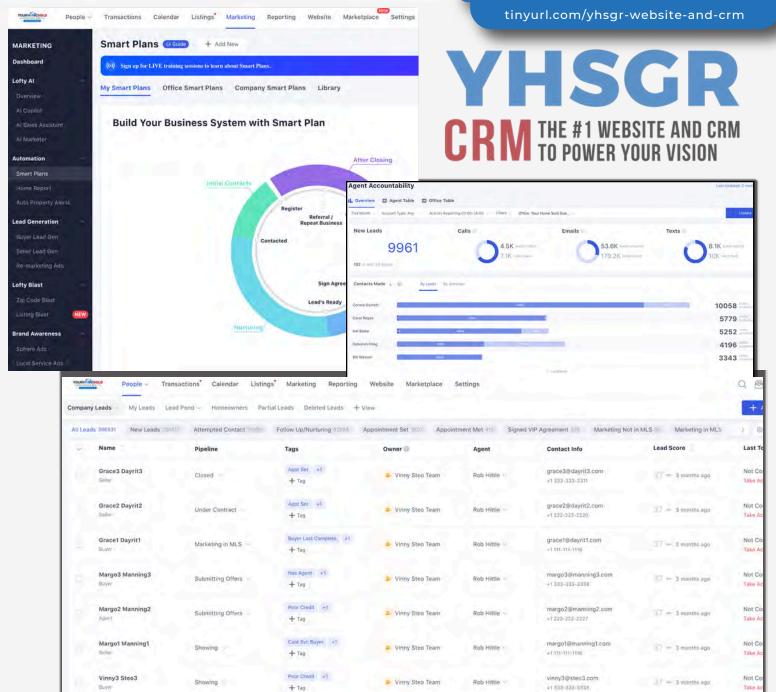


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Details on The YHSGR
Website and CRM.

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New Leads



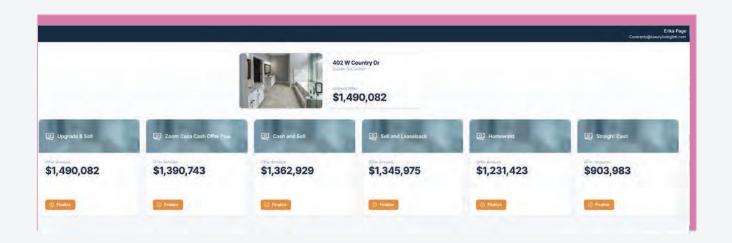




Details on The YHSGR Website and CRM.



GUARANTEED Multiple Cash Offers On Your Home Today for 100 % of Market Value or we'll Pay you the Difference!*







A real estate transaction management solution that brings people and software together to save time and create a delightful customer experience.















BROKERS · Empower Agents. Grow Your Business.

Recruit, retain and boost agent productivity while scaling your brokerage.

- · Simplify and accelerate compliance
- · Oversee and track all transactions
- · Digitize paperwork
- Sync your CRM, back-office and more



TEAMS · Collaborate Better. Handle More Sides.

Enabling your real estate team to produce more and stand out in your market.

- · Create team compliance workflows
- Build brand awareness
- · Unlock transaction templates
- · Get real-time notifications



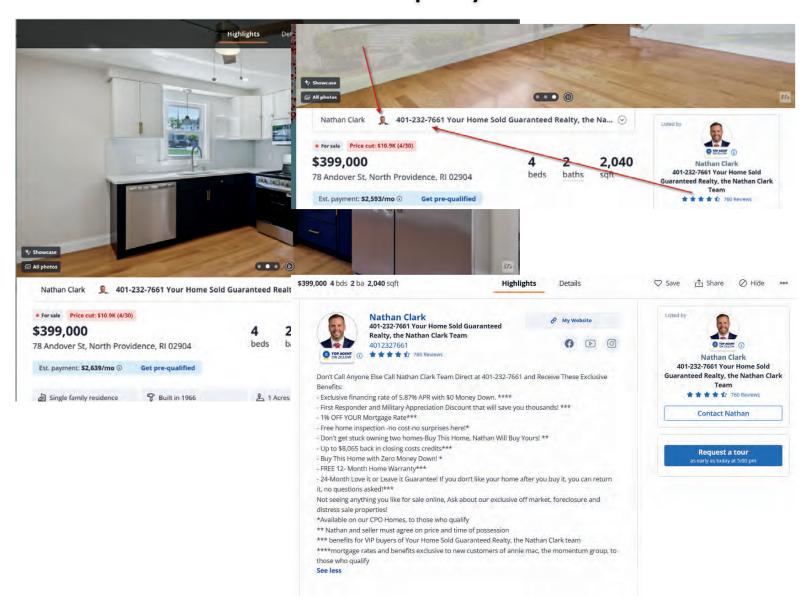
AGENTS · Remove Friction. Transact Faster.

Manage listings and submit offers in minutes to create a superior experience.

- · eSign, edit, share in one system
- Transact with a 5-star mobile app
- Access your state and local forms
- Track all activity in real time



Exclusive YHSGR Property Ads on Zillow





YHSGR A.I.



YHSGR's exclusive Artificial Intelligence Admin

Lex-E can:

- Make Outbound Calls
- Take Inbound Calls
- Text and Email
- She has memorized and has been programmed with all of YHSGR's scripts, presentations, and materials.

Scan the QR code and listen as Lex-E tells a prospect the value range of their home and sets a listing appointment!



Intellectual Property Licensed To You. Includes But Not Limited To:













GUARANTEED OFFERS. GUARANTEED PRICE. GUARANTEED SOLD.



GUARANTEED Multiple Cash Offers On Your Home Today for 100% of Market Value or We'll Pay You the Difference!*

QUALIFIED BUYERS GUARANTEE If Your Home Fails to Close on Time Due to Buyer "financially not qualifying" We'll Pay You \$1000 Cash!*

REALITY BASED SELLING TIME FRAME GUARANTEE Your Home Will Sell within the Next 90days Or We'll Pay You \$100.00 for Each Week it Remains Unsold!*

REALITY BASED SELLING PRICE **RANGE GUARANTEE** Your Home Will Sell Within the Agreed Upon Price Range, or We'll Pay You the Difference!*

COMMUNICATION GUARANTEE If We Fail to Update You Weekly or Return Your Calls Within 24 Hours, We Will Pay You \$100 Cash!*



REVENUE SHARE PLAN

To receive revenue share which pays out a percentage of an agents gross commission for recruiting them to the company, complete the Revenue Share Plan Course in YHSGRU.com, Module 1B and sign the Revenue Share Plan Agreement.

Revenue Share Payout Example:

\$400,000 Sales Price

\$16,000 Commission (4%)

\$3,200 Commission Split (20%)

\$1066.00 Paid to 3 levels of upline

\$495.00 Paid to Your Home Sold Guaranteed Realty

\$12,305.00 Paid to Agent (50% higher than industry average).



Scan QR code to learn more about the Revenue Share Plan!

On Average an agent will recruit 2 people into their tier 1 of downline Thus, for every 1 agent you recruit, you will gain a total downline count of 7 producing agents

Tier 1 = 1 Agent

Tier 2 = 2 Agents

Tier 3 = 4 Agents

*7 Total Agents in downline per 1 recruit

This Growth Plan Describes a pay out of \$350,000.00 in annual residual income

Tier 1 = 10 agents \$5,000.00 x 10 = **\$50,000.00** Tier 2 = 20 agents \$5,000.00 x 20 = **\$100,000.00**

Tier 3 = 40 agents

\$5,000 x 40 = **\$200,000.00**

*Revenue Share Plan is calculated per calendar year.



*The above illustrations are examples only and may not be an accurate representation of an agent's transaction or recruiting outcomes. To qualify for receiving revenue share you must get the agent prospect to sign the paperwork to join the brokerage. That process includes a one on one meeting with the agent prospect, reviewing the benefits of being at the brokerage and getting the paperwork back from the agent prospect required to activate their license at Your Home Sold Guaranteed Realty. Company generated agent prospect leads given directly to you can't be passed on to a downline agent. An upline real estate agent agrees to assist a downline real estate agent as needed. Should an upline agent refuse to assist an agent within their downline, they may be removed from receiving revenue share for that downline agent.

To receive a revenue share check, you must have at least one closing for the month. If not, a transaction fee of \$495 will be deducted from your revenue share check. You can receive up to \$5,000 per agent per calendar year from each of your three levels of downline (tier's). We take the % the brokerage gets on an agents transaction (not including the transaction fee due the brokerage) and divide that by three, and pay that amount to each of the three uplines (tier's)until an agent caps. In order to unlock and get paid on your tier you must have at least 5 agents in your tier one selling at least one home each that month. In order to unlock tier 3, you have at least 10 agents in your tier one selling at least one home each that month. If an agent is released or leaves the company, they forfeit any and all revenue share. Revenue share is non-transferable and is forfeited if the agents real estate license lapses, agent becomes delinquent on fees, leaves the company, violates license law or brokerage policies and procedures. In order to receive any revenue share, agent must sign the Revenue Share Policy and Procedures Agreement.

| Agent Signature : | Your Upline Sponsor: | |
|-------------------|-------------------------------|--|
| | (Who introduced you to YHSGR) | |



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COACHING AND TRAINING SYSTEM



THE COACHING and

TRAINING SYSTEM

The #1 Business Building
Coaching and Training in Real
Estate Guaranteed!





Scan Code for Video
Details on The Coaching
and Training System.

tinyurl.com/coaching-and-training-system



FLOW

The Monday YHSGR Lead Generation Workshop!

Every Monday at 11am ET/8am PT join Todd Walters and a Panel of Multi-Millionaire Owners and Team Leaders as we roll up our sleeves and Increase Lead Flow and Sales!

- The 1st Monday of the month: YHSGR Cash Offers System Best Practices.
- The 2nd Monday of the month: YHSGR Omnipresent Database Marketing Systems
- The 3rd Monday of the month: Using Customers to Get More Customers
- The 4th Mondday of the month: More Ads in More Places More Often Systems.

YHSGR CRM Part One The Tuesday YHSGR CRM Part One Onboarding, Coaching & Training.

Every Tuesday at 11am ET/8am PT join Eric Grapner and Super Star Agents as we show you how to setup your YHSGR CRM for success!

- Users: How to Add Them | Types of Users/Permissions | Notifications
- **⊘** Database Import

Normalizing Data – combining databases.
Segmentation (buyer, seller, Sphere, Lifetime Customer)
SOI Kickstart:
Property Alerts
Market Snapshots
Market Reports

Home Reports.

CONVERSION

The Wednesday YHSGR Conversion Workshop.

Every Wednesday at 11am ET/8am PT join Todd Walters and a Panel of Multi-Millionaire Owners and Team Leaders and Improve Conversion Systems!

- The 1st Wednesday of the month: The Art of the Deal: Prospect to Close Systems.
- The 2nd Wednesday of the month: Pipe Line and Smart Plan
- The 3rd Wednesday of the month: Follow Up and Remarketing Systems.
- The 4th Wednesday of the month: Tracking, Reporting and KPI's.

YHSGR CRM Part Two The Thursday YHSGR CRM Part Two Onboarding, Coaching & Training.

Every Thursday at 11am ET/8am PT Eric Grapner and Super Star Agents as we show you how to setup your YHSGR CRM for success!

✓ People

Manual add new lead Auto added new lead Lead Sources. Pipeline Stages Lead Navigation.

⊘ Smart Plans

Company Plans. Remarketing and Follow Up Plans. Process and Transaction Plans.

✓ Transactions.

Tracking and Reporting Contract to Close.

RETENTION

The Friday YHSGR Life Time Customer System Clinic!

Every Friday at 11am ET/8am PT join Todd Walters and a Panel of Multi-Millionaire Owners and Team Leaders as We Turn Clients into Life Time Customers!*

- ✓ The First Friday of the Month: Systems, Mindset and Guarantees!
- The Second Friday of the Month: Using DISC to Win and Influence!
- ✓ The Third Friday of the Month: The VIP Buyer System.
- The Fourth Friday of the Month: Working with Sellers.



ONE-ON-ONE COACHING

Having a Certified YHSGR Coach is a unique strategic advantage in today's marketplace that will...

- Help you implement the First 12 Months Checklist and Millionaire Agent Operating System Business Plan!
- Increase the amount of money you earn per sale by \$5,000 or more
- Get you paid 3 times on a real estate transaction. Including receiving some portion of your fee upfront, a higher than industry commission, plus a transaction fee.
- Teach you how to recruit, hire, and train your own super profitable sales team.
- Leverage YHSGR's Leading Edge Technology
- Keep you on track to Quantum Leap your business without going insane trying to figure out your next move.

Your One-On-One coaching includes up to 45 minute Coaching Consults every other week, conducted by zoom, along with phone/email/text strategy conversations in between.

- First 90 days \$900 paid from first closing Not Optional
- ✓ Post first 90 days: Optional at \$300.00 Month-to-Month

 Billed on the 1st day of each month beginning 4 months after license activation date.

 Cancel with 30 days notice. If you wish to exercise this option after your first 90 days, simply notify success@yhsgr.com.



Scan the QR Code to learn MORE about YHSGR Coaching!

"Todd Walters was
my one on one
coach for more
than 10 years. Now,
I get to help others
in the same way
that Todd helped
me."
Bill Watson



By signing below you agree to the terms and conditions outlined above.

Bill Watson

YHSGR Head Coach



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Business Building Conference Every 6 months.

Scan QR code for video preview



















SUCCESS TRACK ONBOARDING

Activation

*Upon signing paperwork and paying the Onboarding fee, agent shall receive 14-day limited access to YHSGRU.com.

- *Upon license activation, agent receives full access to YHSGRU.com & Brokerage Deliverables.
- *Agent will attend Orientation once license is activated with YHSGR.
- *All commissions are held until Agent attends Orientation (Monday's at 2pm ET).

PRE-ORIENTATION

(Begins Upon License Activation)

✓ Plan, System, Routine, & The Perfect Week

- Download the following materials from the YHSGRU File Vault: Success Track
 Folder
 - - Pro Tip: Adopt it as your daily routine for the perfect week. Report daily and weekly results to your mentor.
 - Watch the <u>Agent Score Card</u> training course in Module 1-> Success Track for Certification and Agent Pro Ranking!
 - - Download and watch the training course (Module 1-> Success Track)
 - This is reverse engineering your income goals to the actions needed.
 - **Ø** PPF Packet
 - Your 1 year, 3 year, and 10 year Personal, Professional, and Financial Goals.
 We want to help you achieve them. Share to the extent you want!
- **⊘** Watch Module 1 Course: <u>Why We Exist</u>
 - Watching these video courses will help you understand our philosophy of challenging norms and standards in real estate, seeking to do things differently, and proving to be superior for the customer and for the agent!
- ✓ Submitted professional headshot photo to success@yhsgr.com.
- ☑ Access to the Your Home Sold Guaranteed Realty private Facebook Group.
- ✓ Access to your state's Slack channel.



ORIENTATION

Mondays at 2pm ET / 11am PT

- **▼ YHSGRU.com**
- ✓ First 90 Days Coaching
- YHSGR Organizational Chart
- ✓ Dotloop Transaction Management System
- ✓ Commission Disbursement Authorization (CDA) / Pay at Close System
- ✓ Cash Offers + Guaranteed Price Platform
- **⊘** Charity
- Home Warranty
- Answering Service / Phone System Vendor
- **⋖** Signs
- ✓ Lex-E A.I. Admin HouseTalk System
- ✓ Business Cards
- Firm License #, EIN #, and NAID #
- ▼ YHSGR Brokerage Engagement Agreements (VIP Buyer and Seller Agreements)
- YHSGR Weekly Zoom Training Schedule
- Advanced Agent Certification complete the first 3 sub-modules of Module 1 for a special gift from us! Success Track, Infrastructure, & Advanced Agent Workshop





LEADERSHIP TEAM









Todd Walters

Nathan Clark

Shelly Salas

Tracy King



Dr. Dwight 'Ike' Reighard

Chief People Officer



Mackenzie Walters
Chief of Staff



Trent King
Technology Director



Bill Watson

Head Coach



Janice Strickland

One on One Coach



Ira Miskin







Eric Grapner

MAOP Director



John Pyke

Strategic Agent Growth Director



Laura Petersen

Strategic Agent Growth Manager



Gil Uy

Agent Support Manager



Cedric

Agent Transactions Manager



Billy Villegas

Marketing & Promotional Admin



Danica Mansueeto

YHSGR Support Rep



Arielle Samson

MAOP Admin



Fenella Samson

Company Support Admin



Katie O'Rielly

AR/AP & Bookkeeping Manager





First - Slack

At orientation we will connect to our workplace collaboration app (Slack). There you can seek help on system implementation details, getting a customer to move forward, putting a deal together, getting a deal done, in state real estate forms questions, referrals, sharing a win or discovery... pretty much anything. We have Slack Channels broken down by State/Province as well as departments, like Transactions Dept.

Second - YHSGR HQ

Everyone on payroll at YHSGR has a virtual office they work from daily. You can schedule a meeting if for some reason the Slack Channel is not helpful. Support.YHSGR.com is the link to Corporate HQ.

Third - One on One Coach

Your Coach is your go to on the Plan, System and YHSGR Best Practices and you should be consulting with them once every two weeks. You can also connect with your coach in Slack in-between consults.

FAQ 🗸 Who do I go to for help?





Fourth - Master Broker

At your last brokerage, the Broker at that office was probably the go to for most everything when it came to getting customers and conversion of customers to sales. That's not so here. Leverage the Slack Channel and your Coach. Most brokers at other brokerages have not scaled to Millionaire Agent Teams and pretty much direct agents to do things NAR's way. Those ways are not our ways. The Master Broker deals with compliance and complaints if they are escalated to that level. For selling real estate, getting customers to do things, contracts and forms. questions, and putting deals together – tap into the Millionaire Agent Network on Slack for YHSGR best practices. If the Master Broker is needed, you can submit a ticket to YHSGR HQ at support. YHSGR.com.











SPONSORED CHARITY FORM

"For whatever a man sows, this he will also reap." - Galatians 6:7

We are on a mission to raise money for Worthy Causes that align with our Go Serve Big mission... and need your help!

These nonprofits and charities lead the way in helping Children fight through and survive nasty debilitating diseases, disorders and injuries that many times rob the life out of these young people. In addition to Children's Charities, we support First Responder Charities that help and support Active and Inactive Duty Military, Active Police, Fire and Rescue professionals who run into the bullets, the fire and danger to protect our freedom and save lives.

These charities depend on sponsorships and donations from amazing professionals like you and companies like ours to support the life changing work they do.

We are on a mission to donate a portion of income from 100% of the real estate sales at Your Home Sold Guaranteed Realty to these very worthy causes. Your donation per closing goes a long way to changing lives!

A donation of \$50 will be paid from your commission per closing and sent on your behalf to the Worthy Causes Supported by YHSGR Go Serve Big Foundation.

*You may increase your donation at any time on any closing.



Scan the QR Code to See the Impact Your Contribution Makes!

| Agent Signature | |
|-----------------|--|
| • | |



PAY PLAN

| l, authorizeYourHomeSoldGuaranteed Realty to electronically debit my account as indicatedbelow. | | | | | |
|--|----------------|------------------------|--------------------|--|--|
| \$100 Intellectual Property License Fee, billed on the 1st day of each month | | | | | |
| \$100 a month, Technology and Insurance Package, billed on the 1st day of each month = YHSGR Lead Gen Website + CRM, YHSGRU.com, YHSGR Cash Offers + Guaranteed Price Platform, YHSGRSupport.com, Dotloop, and E&O Insurance. | | | | | |
| An 80/20 split on any Upfront fees, commissions, transaction fees, and referrals paid by the buyer or seller or referring brokers on each transaction/sale/closing, with an annual cap to the Brokerage of \$15,000. | | | | | |
| A \$495 per Closing Brokerage Trans | action Fee (Cu | stomer pays, see b | uyer and seller | | |
| agreements. In the event the custor | mer doesn't pa | y, the fee will be pa | aid by the Agent). | | |
| A one-time onboarding fee of \$200 due at time of agreement. | | | | | |
| *There is a \$100 Per Closing Credit paid by America's Preferred Home Warranty automatically applied to Intellectual Property & Tech Package fees for the calendar year (provided APH warranty application paperwork was completed and ordered by you, the agent). | | | | | |
| Any Overages will be applied to your choice of: YHSGR Conference, or A YHSGR Sponsored Charity | | | | | |
| I have indicated below, with my signature, my desired Payment Option and hereby authorize YHSGR LLC to charge my credit card or initiate an ACH transfer in the full amount of the Agent Pay Plan. | | | | | |
| Please Indicate Primary or Secondary | | | | | |
| ACH Direct Withdrawal (FREE) Company/Individual Name: | Primary 🗆 | Secondary Bank Name: | | | |
| Routing Number: | Checking: | | | | |
| Account Number: | Business: | | | | |
| | busilless. | Personal. | | | |
| Credit Card (3.4% Processing Fee) | Primary 🗆 | Secondary | | | |
| Credit Card Number: | Expiratio | n Date: | Security Code: | | |
| Billing Address: | | | Zip Code: | | |
| | | | | | |

Agent Signature: _____

Date: _____

^{*}First 90 days Success Track with One-on-One mentor is required. See One-On-One coaching for details.



How Do I Get Paid?



Applicable if Joining a YHSGR Corporate Owned Brokerage as an Agent.

Upfront Fees are processed and paid on Wednesdays Weekly. Upfront fees would need to be received and posted to the Brokerage Bank Account before Monday at 5pm ET.

Referral Fees are processed and paid on Wednesdays Weekly. Referral fees would need to be received and posted to the Brokerage Bank Account before Monday at 5pm ET.

Commissions as per the agents pay plan are paid to you the agent at closing by the closing attorney or title company in your state/province if the law allows. The CDA and all transaction paperwork including a preliminary ALTA must be submitted to the Transactions Department no later than 48 hours prior to closing. Otherwise, the commission owed to you the agent will be processed on Tuesdays and Thursdays weekly provided the money is received and posted to the Brokerage Bank Account the day before. This is all covered in Orientation and Onboarding.

Revenue Share Checks are paid out on the 15th of each month. Ex. Your revenue share earned in May (from all your downlines closings in May) will be calculated and paid to you July 15th. This allows time for all closings for the month to be in and accounted for.

*This is all provided the agent is in good standing with their monthly fees. Any areas or delinquent fees will be deducted from any income due agent.

As per real estate license law, any and all upfront fees, commissions and referral fees must be paid to the Brokerage. It is illegal for an agent to get paid directly by a buyer or seller.

INDEPENDENT CONTRACTOR AGREEMENT

| This Agreement made the date of, by and | between Your Home Sold Guaranteed Realty |
|--|---|
| hereinafter referred to as "Broker," and | , hereinafter referred to as "Licensee." |
| WHEREAS, Broker and Licensee are duly licensed under the laws of the Sta | ate in which you are licensed to sell real estate; and |
| WHEREAS, Broker and Licensee desire to work together in the real estate bro in this Agreement. | kerage business in a broker-licensee relationship as set fort |
| NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contains | led herein, the parties agree as follows: |
| Obligations of Licensee. Licensee covenants and agrees to: A. work diligently to sell, lease, rent, and/or manage any and all real esta estate brokerage business from customers and clients of Broker, an in real estate transactions. B. maintain real estate license in good standing pursuant to the laws of the estate in. Licensee will be solely responsible for the payment of all processorial proce | the State in which you are licensed to sell real rofessional license fees. In other insurance coverages as set forth in the sy be required by Broker upon fifteen (15) days sims, causes of action, lawsuits, damages, yelly referred to as "Claims") arising out of or so negligent acts, intentional acts of responsibilities hereunder, but only to the extent for reimburses the costs thereof to Broker. This positions of the state in which you are licensed to the wor hereafter established by Broker upon being for description in its training materials, thensee by the state Real Estate Commission; tensee relating to the performance of Licensee's inst Licensee for which a conviction could |

- 1. attend such sales meetings and training programs as Broker may require to familiarize Licensee with among other things, the office policies and procedures of Broker, sales and marketing information, and current developments in real estate regulations and law.
- J. keep Broker informed of Licensee's business activities on behalf of Broker, and to maintain with the Broker complete copies of all offers, counteroffers, real estate purchase and sale agreements, leases and other documents relating to real estate transactions with which Licensee is involved.
- K. immediately report to Broker any threat of a claim or lawsuit against either Broker, Licensee or both.
- L. not provide any service as part of a real estate transaction or closing (other than brokerage services) without the express written consent of Broker.
- M. not to either: (1) serve in a fiduciary capacity in any real estate transaction in which Licensee is acting in a brokerage capacity; or (2) agree to perform or owe any duties to a customer, client or third party in any such transaction greater than the duties that brokers are expressly required to perform under the Brokerage Relationships in Real Estate Transactions Act ("BRRETA").
- **N.** notify Broker in writing whenever Licensee (or an entity in which the Licensee is owner, member or employee) is personally selling, buying or leasing real property (including listing property owned by Licensee).
- O. not use photographs in any marketing materials unless: 1) Licensee has the written permission of the photographer to use the same (or Licensee has taken the photograph); and 2) all advertising in which the photograph is used is under the direct supervision of Broker and in the name of the brokerage firm.
- P. not make an offer on behalf of a customer or client to purchase residential property built prior to 1978 unless a completed Lead Based Paint Exhibit signed by the owner of the property and buyer is attached to the offer.
- Q. explain to all sellers of residential property built prior to 1978 who receive an offer without a completed Lead Based Paint Exhibit and making it a part of the offer.

- 2. Obligations of Broker. Broker covenants and agrees to:
 - A. maintain its broker's license with the State in which you are licensed to sell real estate in and may maintain from time to time membership in the National Association of REALTORS®, the stateAssociation of REALTORS®, Inc., and various local Boards of REALTORS®.
 - B. hold Licensee's real estate license.
 - **C.** upon request, provide advice, information, and assistance relative to real estate brokerage and transactions.
 - D. provide Licensee with a copy of all policies and procedures with which Licensee is expected to comply.
 - E. make available to Licensee all current listings except those listings which Broker, for valid business reasons, may place exclusively in the temporary possession of some other licensee. However, Licensee shall not be required to accept or service any listing offered by Broker. Broker shall not have the right or authority to direct that Licensee service particular parties or to restrict Licensee's activities to particular areas.
 - F. pay over to Licensee the commissions or fees earned by Licensee after such commissions or fees are collected by Broker.
 - **G.** indemnify and hold Licensee harmless from and against any and all claims, causes of action, lawsuits, damages, liabilities, fines, costs, expenses and deductibles (hereinafter collectively referred to as "Claims") arising out of or related to any violation of this Agreement by Broker, or Broker's negligent acts, intentional acts of wrongdoing, or acts outside the scope of Broker's authority or responsibilities hereunder, but only to the extent that there is not a policy of insurance which actually pays the Claim or reimburses the costs thereof to Licensee. This indemnification obligation shall specifically survive the termination of this Agreement.

3. Compensation.

- A. The division and distribution of earned commission shall be in accordance with the published commission schedule of the Broker. The commission schedule under which licensee is to be paid is attached hereto as Exhibit "Pay Plan." The published commission schedule is subject to change by the Broker upon fifteen (15) days written notice to Licensee. Commissions are earned when Broker has received payment in certified or collected funds. For the purpose of this agreement, the term "commission" shall include fees, bonuses, and other valuable consideration paid or given in connection with the following: (a) performance of real estate brokerage services (as defined by the state in which you are licensed to sell real estate in) and (b) the performance by Licensee of any permitted real estate settlement service (as that term is defined by federal law). In the event that this contract is terminated, Licensee's share of any commission (in accordance with the current commission schedule) on any transaction where funds are not yet collected, shall, upon receipt of funds, be paid by the Broker to the Licensee. However, if said transactions require additional work normally rendered by a licensee, Broker may perform the required work either directly or through another licensee of Broker and deduct from Licensee's share of the commission the reasonable value of said work as may be determined in the sole discretion of Broker.
- B. Neither of the parties shall be liable to the other for any expenses, except as set forth in Exhibit "Pay Plan" or policy procedure manual.
- **C.** Broker shall have the sole and final authority to decide: (1) whether or not to pursue the collection and/or settle any disputed commission claim; (2) all questions regarding the entitlement to a commission between Licensee and any other broker or licensee; and (3) whether Licensee initiated, consummated or was the procuring cause of any real estate transaction. Suits and other actions for commissions and/or expenses and costs incurred by Licensee in connection with a real estate transaction shall only be maintained in the name of Broker.
- D. Licensee acknowledges that claims regarding the entitlement to a real estate commission may be asserted against Broker after Licensee has been paid his or her share of the real estate commission. Licensee agrees to immediately reimburse Broker for his or her pro rata share of any commission amount paid to Licensee and later ordered to be refunded, returned or paid to another party by a duly authorized mediator, arbitrator, arbitration panel, or court of competent jurisdiction. This obligation on the part of Licensee shall survive the termination of this Agreement.
- 4. <u>Legal Status and Relationship</u>. This Agreement shall create an independent contractor relationship for all purposes under state and federal law and shall not create an employer-employee, joint venture, or partnership relationship. Licensee shall be responsible for filing all personal federal income tax forms and for paying all income taxes and self-employment taxes for each taxable year. Licensee shall, at all times during this Agreement, perform Licensee's duties and responsibilities without any direct supervision or control by the Broker, except that Broker may exercise such supervision as Broker deems necessary to comply with state law and the rules and regulations of the state in which you are licensed to sell real estate in.

5. Terms and Termination.

- **A.** This Agreement shall be for a period of two years from the date hereof and shall, unless otherwise terminated, automatically renew for successive periods of two years. Either party may terminate this Agreement upon written notice given to the other party.
- B. Upon termination of this Agreement, a list shall be prepared of all pending or unfinished business involving any sale procured by the Licensee, which list shall be signed by both parties, and neither party shall have any claim except as set forth in such list. Any net earned commissions thereafter shall be distributed as provided in this Agreement. Licensee agrees that on expiration or termination of this Agreement: (a) all listings, office keys, files on pending transactions, materials, property of Broker, or other similar items shall be returned to Broker; (b) all fees or charges owing to Broker by Licensee and all loans and advances made by Broker to Licensee shall be due and immediately paid to Broker; (c) Licensee shall do no further work on behalf of Broker except with the written permission of Broker; and (d) Licensee shall not induce any client of Broker to break any listing or any other brokerage engagement agreement or contract between the client and Broker in violation of state law.
- C. Licensee acknowledges that all listing and sales files maintained by Broker and any and all correspondence, papers, documents, and other materials furnished or otherwise available to Licensee are confidential business information and the property of Broker. After termination or expiration of this Agreement, Licensee shall not use such information to Licensee's advantage or to the advantage of any other person or entity.

- 6. Authority. In working with clients and customers of Broker, Licensee shall have the authority to execute on behalf of Broker the following documents involving such clients as customers; provided, however, that Licensee shall have no authority to: (1) reduce or limit Broker's commissions in real estate transactions below the minimum amount or percentage Broker is to receive in the commission schedule attached hereto as an exhibit; or (2) increase the legal duties or standard of care that Broker and Licensee owe to a client, customer or third party beyond that set forth in the Brokerage Relationships in Real Estate Transactions Act ("BRRETA"): (a) Purchase and sale agreements; (b) Brokerage engagement agreements; (c) Other standard forms issued by the state in which you are licensed to sell real estate in; (d) Other standard forms of Broker which Broker has authorized Licensee, to sign in writing on Broker's behalf. Notwithstanding the above, this authority may be limited by Broker at any time either verbally or in writing. In the event this grant of authority set forth herein is in conflict with Broker's office policy manual, the manual shall control. 7. Notices. A. Generally: All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party. B. Delivery of Notice: A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein). Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein). 8. Waiver. A party's failure to strictly enforce this Agreement or any of its provisions or any default hereunder shall not be construed as or operate as a waiver of such party's right to demand strict performance of this or any provision or any default under this Agreement. 9. Assignment. This Agreement may not be assigned in whole or in part by the Licensee, except upon Broker's prior written consent. This Agreement may be assigned in whole or in part by Broker to any successor to its business. 10. Agreements and Amendments. Other than Broker's Policy Manual, as the same may be changed from time to time, this Agreement is the sole and entire agreement between the parties with relation to the subject matter hereof and supersedes any previous agreement or understanding, whether verbal or otherwise. This Agreement may not be amended, altered or modified except in writing signed by all the parties to this Agreement. 11. Legal Construction. This Agreement may be signed in multiple counterparts and shall be interpreted in accordance with the laws of such portion or provision had not been inserted and the remainder of this Agreement shall remain in full force and effect. Time is of the
 - the State. If any portion or provision of this Agreement is deemed invalid or void at law, this Agreement shall be construed as though essence of this Agreement. All exhibits referenced in this Agreement are incorporated herein. No provision in this Agreement shall be interpreted more or less favorably against a party by virtue of who drafted the provision.
 - 12. Severability. Any provision in this Agreement that is found to be unenforceable or void shall be severed from this Agreement and other provisions herein shall remain in full force and effect.
 - **13**. <u>Real Estate Teams</u>. The Broker ⊠ does or □ does not consent to Licensee having a Real Estate team or being a member of a Real Estate team. Notwithstanding any provision to the contrary contained herein, if Licensee works with one or more other licensees of Broker as part of a real estate brokerage team, Licensees shall enter into a written agreement with the other members of the team (and maintain with the Broker a current copy of the same) addressing, among other things; (1) How Broker is to pay the team its share of commissions on real estate transactions involving the team; and (2) How such payments will be affected if licensees are added to or leave the team or if the team stops operating together as a team. Broker shall be the sole and final arbiter of any and all disputes arising between current and former team members regarding: (1) their entitlement to commissions; and (2) the meaning of any written agreement between team members dealing with questions of how Broker is to compensate current or former team members for their share of commissions earned.
 - 14. Corporations. The Broker 🗵 does or 🗖 does not consent to Licensee having a personal corporation for the operation of the Licensee's real estate business. If "does" box is checked above, then the parties will enter into the Amendment to Independent Contractor Agreement to Provide for Payment of Commission to Corporation.
 - **15.** Out of State License. The Broker ☑ does or ☐ does not consent to Licensee having a Real Estate License with a different Broker in another State. If "does" box is checked above, the parties will enter into the Agreement between Licensee, In-State Broker and Out-of-State Broker.

| 16. | Agent Rental Property. | | | | |
|--|---|---|--|--|--|
| | a. Broker does or does not consent to Licensee owning any interest (whether as an individual, in a corporation, partnership, L or Trust) in rental property in this State or any State, Territory or Possession of the United States. If "does" box is checked about Licensee will provide Broker a written list of all such property and give Broker written notice prior to acquiring any additional property. | | | | |
| | including spouses or family, and property not owned as a Corp | ng Property owned Solely by Licensee (no unlicensed co-owners oration, Partnership, LLC, or Trust). If "does" box is checked above, n resources the Licensee may not utilize the Facilities, Equipment or | | | |
| | c. Broker does or does not consent to Licensee having a personal Escrow Account. If does is marked Licensee must register the account with the state Real Estate Commission. Licensee must maintain the bookkeeping system required of the state Real Estate Commission. Licensee must reconcile the account by providing the Broker a copy of the bank statement along with a writter reconciliation statement at least quarterly. | | | | |
| 17. | Performance of Settlement Services Other Than Real Estate Brokerage Services. Licensee agrees not to perform any settlement services other than real estate brokerage services in any real estate transaction without the prior written consent of Broker. Licensee further agrees not to accept anything of value for the referral of settlement services business, other than real estate brokerage services in any residential real estate transaction covered by the Real Estate Settlement Procedures Act ("RESPA") 12 U.S.C. §2601 et. seq "Settlement Services" shall have the same meaning as that term is defined under RESPA. | | | | |
| 18. | Broker's name (including, but not limited to, all trade names) and all logos, symbols, trademarks and service marks associated with the business of Broker. Licensee will not register or seek to legally protect any trademarks, service marks, Internet domain names or other names, symbols or marks associated with the business of Broker any trademarks, service marks, Internet domain names or other names, symbols or marks associated with the business of Broker or which include the name of Broker. Licensee hereby transfers, conveys and assigns to Broker any trademarks, service marks, Internet domain names or other names, symbols or marks associated with the business of Broker or which include the name of Broker. | | | | |
| 19. | Copyright Protection. All materials produced by Licensee in performing real estate brokerage activities during the term of this agreement including without limitation written text, photographs, audio, music video and digital images shall constitute works made for hire and all rights in them shall be the property of Broker. | | | | |
| 20. | Garnishments. In the event Broker responds to a garnishment involving Licensee, Broker shall be reimbursed by Licensee for Broker's attoney's fees and any associated court costs within ten (10) days of a request for reimbursement by Broker to Licensee. | | | | |
| SPE | CIAL STIPULATIONS: The following Special Stipulations, if confli | cting with any preceding paragraph, shall control: | | | |
| | Non-Solicitation Agreement (Please initial beside each point) | | | | |
| | Agent hereby certifies that I am not a Craig Proctor Coaching coaching) nor have I been a Craig Proctor Coaching member | | | | |
| | Agent agrees to not solicit any Craig Proctor Coaching Member to join Your Home Sold Guaranteed Realty LLC in any capacity (i.e. Broker, Associate Broker, Agent, Employee or Independent Contractor). I further understand that Your Home Sold Guaranteed Realty LLC will not sponsor or accept any Real Estate License of any person or entity that is currently a Craig Proctor Coaching Member or was a Craig Proctor Coaching member within the last 36 months. Failure to abide by the non-solicitation agreement may result in immediate release of agent's license. | | | | |
| During the term of Agent's employment and or affiliation relationship with the Brokerage as an Agent or Associate Broker, and for a period of one (1) year thereafter, Agent agrees not to solicit any employee or independent contractor or Sales Agent or Associate Broker of the Brokerage on behalf of themselves or any other business enterprise, nor shall Agent induce any employee or independent contractor or Sales Agent or Associate Broker associated with the Brokerage to terminate or breach an employment, contractual or other relationship with the Brokerage. | | | | | |
| | ☐ Additional Special Stipulations are attached. | Licensee's Signature | | | |
| | Your Home Sold Guaranteed Realty | License # | | | |
| | Mackenzie Scholtens *Signed by | | | | |
| | *Signed by | Print or Type Name | | | |
| | Mackenzie Scholtens Print Name | Address: | | | |
| | *Authorized to Sign on behalf of Your Home Sold Guaranteed Realty | Phone# | | | |
| _ | | E-Mail | | | |