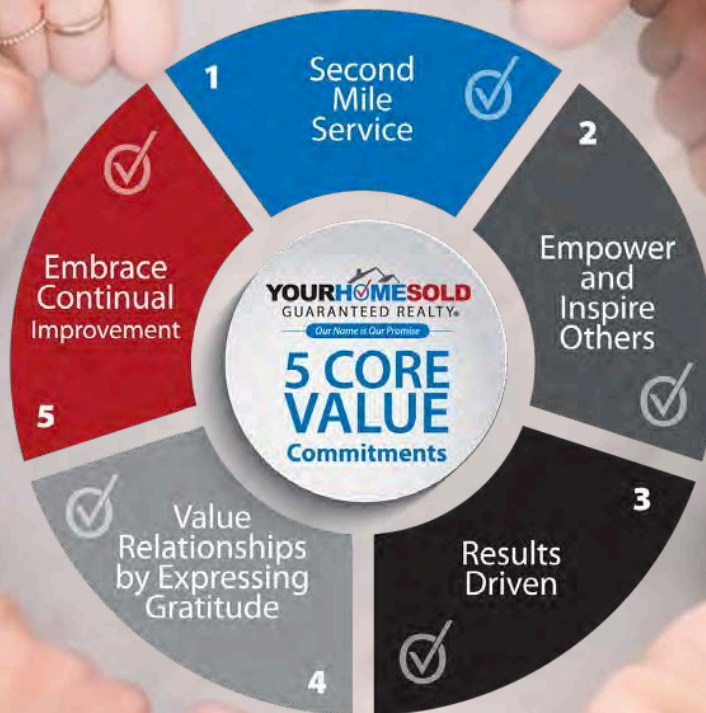




*The Best Place to Work,  
Buy and Sell Real Estate.*



*The Agent  
Book of Benefits*



# YOUR HOMES SOLD

## GUARANTEED REALTY®

*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 Codes**  
on 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

Agent Signature:

# THE #1 BRAND FOR SELLER ATTRACTION



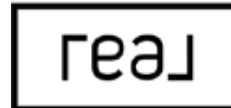
Scan Code for Video Details on The #1 Brand for Seller Attraction.

[tinyurl.com/1-brand-for-seller-attraction](http://tinyurl.com/1-brand-for-seller-attraction)

Why Would I Contact You to Sell My Home Over Any Other?

**YOURHOMESOLD**  
GUARANTEED REALTY®

Our Name is Our Promise



COMPASS REAL ESTATE

corcoran

4.6b results in most search engines!

Google

your home sold

Images

Shopping

Reviews

Perspec

About 4,630,000,000 results (0.45 seconds)

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...

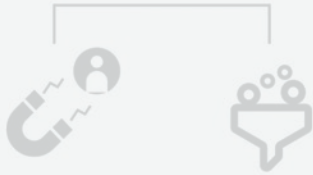
Gary V.

# THERE IS ONLY PLAN AND SYSTEM



Scan Code for Video Details on The Plan and System.

## AUTOMATIC REVERSE PROSPECTING SYSTEM



Run Direct Response **LEAD GENERATORS** to compel prospects to contact you

1

## LEAD CONVERSION SYSTEM



Use **AUTOMATION** to answer **SIFT & SORT** your best prospects

2

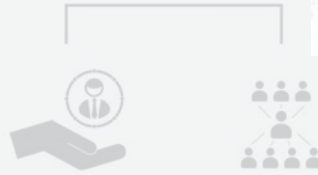
Implement **FOLLOW-UP** System (convert prospect to appointment)

3

Compellingly, **PRESENT BENEFITS** (USPs) (convert prospects to clients)

4

## LIFETIME CUSTOMER SYSTEM



Provide **WOW SERVICE** by implementing Systems & Assistants to handle a Quantum Leap in business

5

Communicate with clients to obtain testimonials & **REFERRALS** to build future business

6



THE SYSTEM



*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.

**JOIN OUR ZOOM**

**MONDAY 11AM ET/8AM PT**  
**YHSGR LEAD GENERATION WORKSHOP**

1ST MONDAY: THE EXPIRED LISTING PLAYBOOK  
2ND MONDAY: ZILLOW SHOWCASE - UP TO DATE RESULTS  
3RD MONDAY: LEVERAGING CURRENT CLIENTS TO GET MORE BUSINESS  
4TH MONDAY: YHSGR CRM - NURTURE CAMPAIGN  
5TH MONDAY: MASTERING THE DOWNSIZER/ EMPTY NEST SELLERS

**JOIN ZOOM HERE!**

YHSGRSUPPORT.COM

**JOIN OUR ZOOM**

**TUESDAY 11AM ET/8AM PT**  
**YHSGR CRM ONBOARDING, COACHING AND TRAINING**

**USERS**

- HOW TO ADD THEM
- TYPES OF USERS/PERMISSIONS
- NOTIFICATIONS

**DATABASE IMPORT**

- NORMALIZING DATA -- COMBINING DATABASES
- SEGMENTATION
- SOI KICKSTART:
- PROPERTY ALERTS
- MARKET SNAPSHOTS
- MARKET REPORTS
- HOME REPORTS

Navigation buttons: TRAINING CENTER, MY REPORT CARD, MY USAGE REPORT, MY NOTES, CALENDAR, FILE VAULT, MY CERTIFICATION, MY PROFILE

The File Vault is Currently Locked	0
Email Signature Template	1
Google PPC Ads	1
Leadership	1
Pro Agent Virtual Services	1
The Gold Plan Follow Up System	1
YHSGR Buyer Offer Package	1
YHSGR Newsletters	1
Business Cards	2
DISC	2
Getting Five Star Reviews System	2
Guaranteed Sale Program	2
PPF's Packet	2
Universal Business Autopsy	2

**Containing over 1000 Millionaire Agent Maker Resources!**

Your progress has been recorded and is viewable on your REPORT CARD! Please click the "NEXT CHAPTER" button below to continue training, or you can click on the "CHAPTER MENU" button to return to the Chapter Menu where you can select another chapter for training.

**Final Score**

**100%**

CHAPTER MENU    NEXT CHAPTER

**Tips to Effectively Dealing With Objections**

3) Cushion the objection – Never be condescending or argumentative. Cushion it three times: "I understand – others have expressed similar concerns. If I were in your shoes I would feel the same way..." as an example.



**Chapter Assessment**

This chapter test is a series of multiple choice questions. As you select your answers, each question is timed and all results are recorded on your "Report Card." Click START below when you are ready to begin.

Questions	Passing Score
5	100%

START

# Leading Edge Technology

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

- ✓ YHSGR LEAD GEN WEBSITE & CRM
- ✓ Multiple Cash Offers + Guaranteed Price Platform
- ✓ Dotloop for YHSGR
- ✓ YHSGR A.I. (Lex-E)\*



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

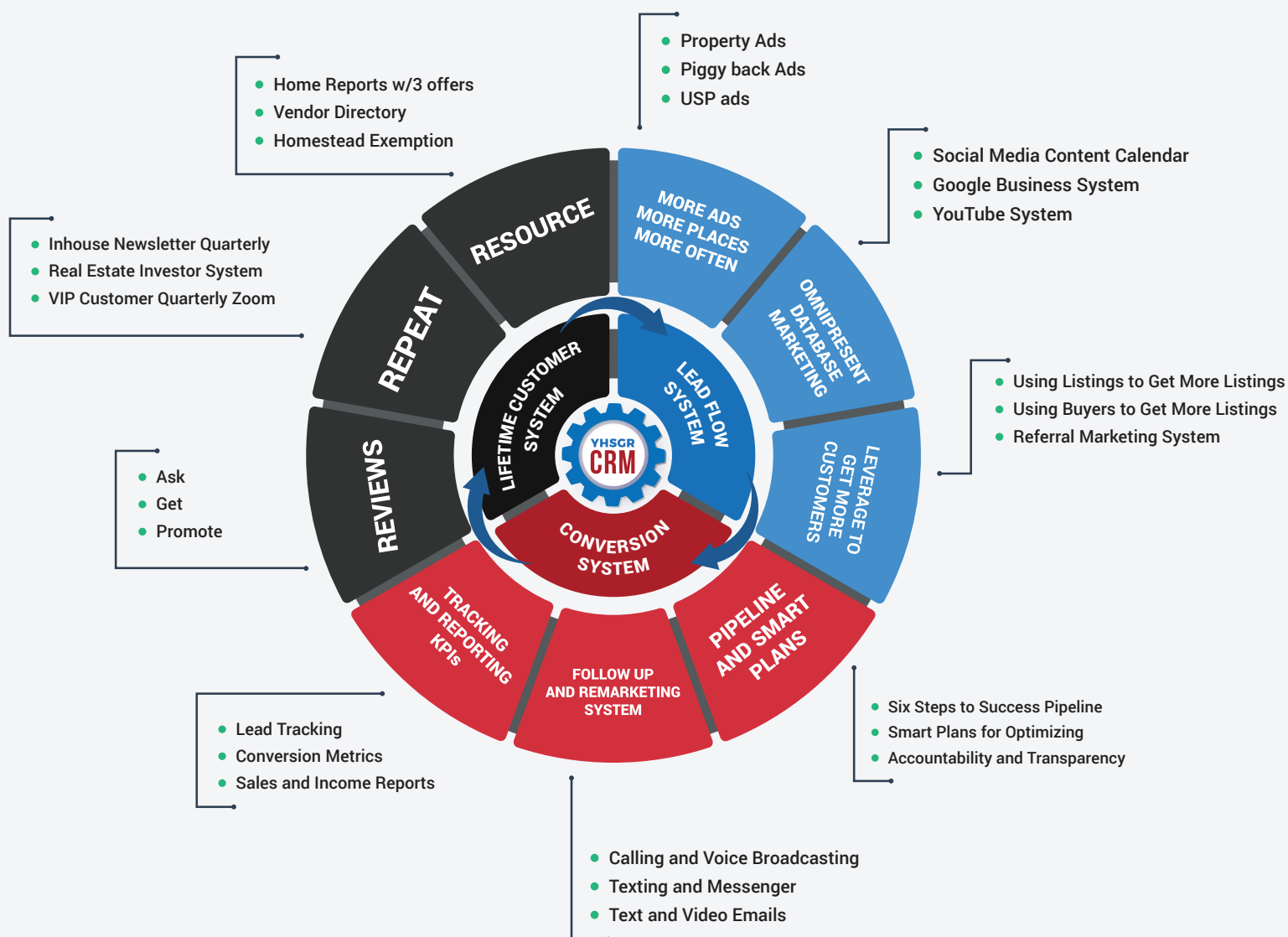
[Tinyurl.com/yhsgr-website-and-crm](https://Tinyurl.com/yhsgr-website-and-crm)

\*Available as an add on, purchased separately.



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

# YHSGR CRM THE #1 WEBSITE AND CRM TO POWER YOUR VISION



# YHSGR LEAD GEN WEBSITE



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

YOUR HOME SOLD GUARANTEED REALTY. Our Name & Our Promise.

BUYERS GUIDE | SELLERS GUIDE | ABOUT | BLOG | SIGN IN / REGISTER

## Buying and Selling Has Never Been So Simple

BUY SELL

YOUR HOME SOLD GUARANTEED REALTY. BUY | SELL | SELLER RESOURCES | BUYER RESOURCES | ABOUT | MARKET SNAPSHOT | REGISTER | SIGN IN

## Seller Resource Center

Sell your home with confidence. These useful guides will help you navigate the home selling process, sell your home fast and for the best possible price.

Get your FREE Seller Guides here

- 27 VALUABLE TIPS: You Should Know To Get Your Home SOLD FAST And For TOP DOLLAR!
- SELLER TIPS: HELPFUL TIPS!
- The 9 Step System To Get Your Home SOLD FAST And For TOP DOLLAR!
- THESE MISTAKES

YOUR HOME SOLD GUARANTEED REALTY. BUY | SELL | SELLER RESOURCES | BUYER RESOURCES | ABOUT | MARKET SNAPSHOT | REGISTER | SIGN IN

## Buyer Resource Center

Buy your next home with confidence. These useful guides will help you navigate the home buying process, find your perfect home and purchase for the best possible price.

Get your FREE Buyer Guides here

- 6 Things You Must Know Before You Buy
- THESE MISTAKES
- 9 Buyer Traps and How to Avoid Them



SCAN CODE FOR VIDEO DETAILS

# YHSGR CRM



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

[tinyurl.com/yhsgr-website-and-crm](https://tinyurl.com/yhsgr-website-and-crm)

# YHSGR CRM

THE #1 WEBSITE AND CRM TO POWER YOUR VISION

MARKETING

Dashboard

Lofty AI

Automation

Smart Plans

Home Report

Auto Property Alerts

Lead Generation

Lofty Blast

Brand Awareness

Build Your Business System with Smart Plan

Initial Contacts

Register

Referral / Repeat Business

Contacted

Nurturing

Lead's Ready

Sign Agree

After Closing

Agent Accountability

Overview Agent Table Office Table

New Leads 9961

Calls 4.5K leads called 7.1K calls made

Emails 53.6K leads emailed 179.2K emails sent

Texts 8.1K leads texted 10K texts sent

192 in last 24 hours

Agent	Leads	Score
Connie Garrett	965	10058
Carol Roysse	8156	5779
Hal Blake	4014	5252
Deborah Kling	3475	4196
Bill Watson	154	3343

Company Leads

Name	Pipeline	Tags	Owner	Agent	Contact Info	Lead Score	Last To
Grace3 Dayrit3 Seller	Closed	Appt Set +1 + Tag	Vinny Steo Team	Rob Hittle	grace3@dayrit3.com +1 333-333-3311	37 - 3 months ago	Not Co Take Ac
Grace2 Dayrit2 Seller	Under Contract	Appt Set +1 + Tag	Vinny Steo Team	Rob Hittle	grace2@dayrit2.com +1 222-222-2220	37 - 3 months ago	Not Co Take Ac
Grace1 Dayrit1 Buyer	Marketing in MLS	Buyer Lost Complete +1 + Tag	Vinny Steo Team	Rob Hittle	grace1@dayrit1.com +1 111-111-1119	37 - 3 months ago	Not Co Take Ac
Margo3 Manning3 Buyer	Submitting Offers	Has Agent +1 + Tag	Vinny Steo Team	Rob Hittle	margo3@manning3.com +1 333-333-3338	37 - 3 months ago	Not Co Take Ac
Margo2 Manning2 Agent	Submitting Offers	Poor Credits +1 + Tag	Vinny Steo Team	Rob Hittle	margo2@manning2.com +1 222-222-2227	37 - 3 months ago	Not Co Take Ac
Margo1 Manning1 Seller	Showing	Cust Svc Buyer +1 + Tag	Vinny Steo Team	Rob Hittle	margo1@manning1.com +1 111-111-1116	37 - 3 months ago	Not Co Take Ac
Vinny3 Steo3 Buyer	Showing	Poor Credit +1 + Tag	Vinny Steo Team	Rob Hittle	vinny3@steo3.com +1 333-333-3335	37 - 3 months ago	Not Co Take Ac
Ofeer Benaltaba Seller / Homeowner	New Leads	Vortex Expires 2025 +2 + Tag	Hal Blake	Hal Blake	N/A +1 917-312-5555	19 - 2 minutes ago	Not Co Take Ac

# MULTIPLE CASH OFFER PLATFORM AND SYSTEM



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


(480) 776-5231

## Multiple Cash Offers & More


Find out what your home will sell for with convenience, choice and certainty and no obligation.

AS SEEN ON




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

Erika Page  
Contracts@luxurylvlogist.com



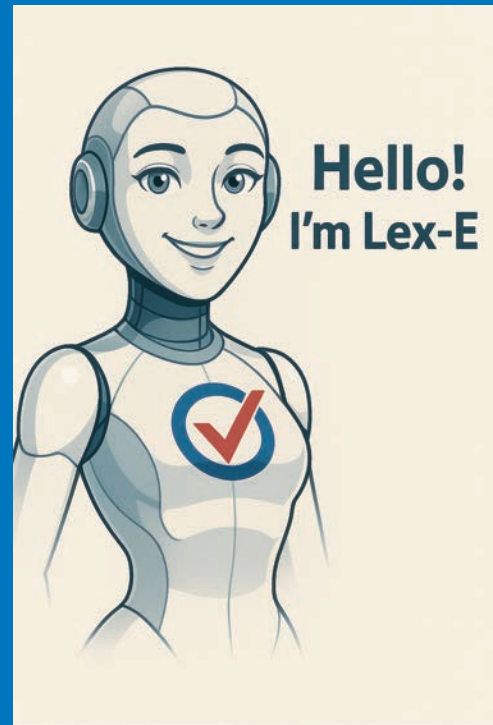
402 W Country Dr  
Beverly Hills, CA 90208

Original Price: **\$1,490,082**

<p>Upgrade &amp; Sell</p> <p>Offer Amount: <b>\$1,490,082</b></p> <p><input type="button" value="Finalize"/></p>	<p>Zoom Casa Cash Offer Plan</p> <p>Offer Amount: <b>\$1,390,743</b></p> <p><input type="button" value="Finalize"/></p>	<p>Cash and Sell</p> <p>Offer Amount: <b>\$1,362,929</b></p> <p><input type="button" value="Finalize"/></p>	<p>Sell and Leaseback</p> <p>Offer Amount: <b>\$1,345,975</b></p> <p><input type="button" value="Finalize"/></p>	<p>Homevint</p> <p>Offer Amount: <b>\$1,231,423</b></p> <p><input type="button" value="Finalize"/></p>	<p>Straight Cash</p> <p>Offer Amount: <b>\$903,983</b></p> <p><input type="button" value="Finalize"/></p>
--	---	---	--	--	---



# 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!





Our Name is Our Promise

# 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!

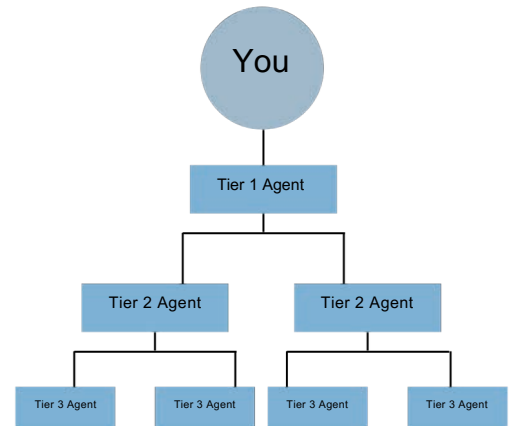
On Average an agent will recruit 2 people into their tier 1 of downline

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)

# THE COACHING and TRAINING SYSTEM



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

[tinyurl.com/coaching-and-training-system](https://tinyurl.com/coaching-and-training-system)

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



### ● 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 Monday 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 Automation
- ✓ 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.  
CDA.

### ● 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.

\*The Friday Sessions are Open to ALL at YHSGR Including Outside Sales Agents and Team Members!

## 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 Bweek, conducted by zoom, along with phone/email/text strategy conversations in Bbetween.

✓ **Optional at \$300.00 Month-to-Month**  
Billed on the 1st day of each month. Cancel with 30 days notice.



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.

Optional Coaching Add-On. Please select one option below.

Yes, add Coaching for \$300/month

Not at this time

YHSGR Agent

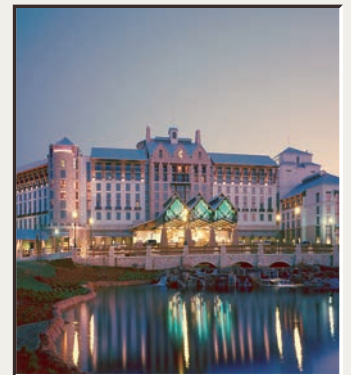
*Bill Watson*

YHSGR Head Coach

16

# 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](#)
  - ✓ Agent Score Card and Productivity System PDF
    - Pro Tip: Adopt it as your daily routine for the perfect week. Report daily and weekly results to your mentor.
    - Watch the Agent Score Card training course in Module 1-> Success Track for Certification and Agent Pro Ranking!
  - ✓ Volume Breakdown Analysis
    - Download and watch the training course (Module 1-> Success Track)
    - This is reverse engineering your income goals to the actions needed.
  - ✓ 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: Why We Exist
  - 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@yhsg.com](mailto:success@yhsg.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**

- ✓ Communication System
- ✓ YHSGRU.com
- ✓ First 90 Days Coaching
- ✓ YHSGR Organizational Chart
- ✓ YHSGR CRM (MAOP - Millionaire Agent Operating Platform)
- ✓ 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
- ✓ MLS
- ✓ 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**  
**Master Broker**



**Fernando Giandomenico**

Broker - Woodbridge, Ontario



**Mauro Bucci**

Broker - Aurora, ON



**Mario Daniel Szconza**

Broker - Woodbridge, Ontario



**Steve Augustine**

Broker - Grimsby, Ontario



**Gil Uy**

Agent Support Manager



**Cedric**

Agent Transactions Manager



**Billy Villegas**

Marketing & Promotional Admin



**Danica Mansueeto**

YHSGR Support Rep



# Who do I go to for help?

## **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.

## **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](https://support.YHSGR.com) is the link to Corporate HQ.

## **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.

## **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](https://support.YHSGR.com).

# Pay Plan & System Access Fee

**\$239 HST Monthly paid as:**

**\$100 HST Intellectual Property License Fee plus \$139 HST a month, Technology and Insurance Package = 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 \$18,000 HST.**

**A \$495 HST per Closing Brokerage Transaction Fee (Customer pays, see buyer and seller agreements. In the event the customer doesn't pay, the fee will be paid by the Agent).**

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)     Primary     Secondary

Company/Individual Name: \_\_\_\_\_

Checking:       Savings:       Business:       Personal:

Bank Name: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Credit Card (3.4% Processing Fee)     Primary     Secondary

Name on Card \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Credit Card Number \_\_\_\_\_

Zip Code: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Security Code: \_\_\_\_\_

**Agent Signature:** \_\_\_\_\_

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

# FAQ

## 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 15<sup>th</sup> 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 15<sup>th</sup>. 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 entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between YOUR HOME SOLD GUARANTEED REALTY -INTERCITY PLUS INC., BROKERAGE ("YHSGR"), an Ontario corporation (hereinafter referred to as the "Broker") - and - \_\_\_\_\_ (hereinafter referred to as the "AGENT"), an individual residing in the Province of Ontario.

**FOR VALUABLE CONSIDERATION** and the mutual covenants and Agreements herein contained, the parties hereto agree as follows:

### ARTICLE 1 - AGENT OBLIGATIONS

- 1.1. **TERM** – This Agreement will become effective upon the date hereof and will continue in effect for one year, renewable automatically on an annual basis until terminated pursuant to the terms of this Agreement (the “Term”).
- 1.2. **EXCLUSIVITY** – AGENT may not represent, perform services for, and/or contract with any other licensed real estate Broker during the Term (**subject to the further Agreement of the parties**).
- 1.3. **AGENT OBLIGATIONS** – Throughout the Term, AGENT agrees to use his/her best efforts to offer, promote, market and sell real estate and provide such services associated with doing so and to promote the business of Broker to the public and other real estate professionals in a positive manner (the “Services”). AGENT also agrees to adhere to and meet the professional standards and expectations set by the Broker and Your Home Sold Guaranteed Realty Intercity Plus Inc. and understands that attitude, appearance, service and skills reflect upon the Broker and Your Home Sold Guaranteed Realty Intercity Plus Inc., Brokerage and, therefore, any deficiency of any of the above may result in the termination of this Agreement at the sole option of the Broker.  
(See Article 7)
- 1.4. **MAINTAIN ACTIVE REAL ESTATE SALES LICENSE** – AGENT shall keep their Real Estate license active during the Term, including satisfying all applicable or minimum education requirements. At all times herein, AGENT shall pay all dues to keep said license in full force and effect.
- 1.5. **PAYMENT OF TAXES** – AGENT is solely responsible for paying when due all income and sales taxes incurred as a result of the compensation earned arising from this Agreement. On request, AGENT shall provide Broker with proof of payment of taxes. The Canada Revenue Agency has ruled that real estate sales people are independent contractors. Thus, we do not deduct Federal or Provincial Sales Tax, Employment Insurance or Canada Pension Contributions from commissions paid. It is the responsibility of each licensee to file his or her own return. All sales people are responsible for paying tax on their sales commissions. For our records, please provide the Brokerage with a copy of your Social Insurance Number and Harmonized Sales Tax Number. By February 28th of the following tax year, Your Home Sold Guaranteed Realty Intercity Plus Inc. Inc. will provide each AGENT/broker with an annual statement of commissions earned (T4-A) to file with your tax returns.
- 1.6. **EXPENSES** – AGENT acknowledges that Broker will not be liable for payment of any fees or business expenses incurred by the AGENT in connection with the AGENT carrying out the duties or services arising from this Agreement other than those expressly set out herein. Such duties and services include, but are not limited to, telephone use, personal business cards, and any Real Estate Board or professional dues, Signs/Sign Installation, Virtual Tours, Surveys, Reports, Cleaning, Staging, Repairs or any other listing related expenses for AGENTS personal deals. AGENT agrees to furnish his/her own transportation at AGENT’s own expense for carrying out the duties under this agreement and to have at all times liability insurance of not less than \$2,000,000.00, or in such amounts as Broker designates or according to Broker’s office policy.
- 1.7. **TRADEMARKS AND SYSTEM** – AGENT shall, at all times, protect the good name of the Broker, the Your Home Sold Guaranteed Realty Intercity Plus Inc., Brokerage trade-marks, and not do anything by action,

improper conduct or association, or otherwise, that will damage or harm the name, trade-mark, image, and reputation or cause a lack of confidence by the public in either Broker or the Your Home Sold Guaranteed Realty Intercity Plus Inc., Brokerage trade-marks or system.

- 1.8. **LEGAL COMPLIANCE** – AGENT acknowledges and agrees that Broker is a member of the Canadian Real Estate Association, the Toronto Board of Realtors and the Ontario Real Estate Association. AGENT agrees to conduct business according to the Bylaws and Code of Ethics of these organizations as well as any laws or regulations promulgated and enacted by the licensing body in Ontario.

AGENT warrants that it shall comply strictly with the terms of this Agreement; the laws of Ontario; and other business Agreements and professional AGENT rules and regulations, including without limitation those of the local Multiple Listing Service (“MLS”); all federal, provincial, and local laws, ordinances and regulations governing any such Agreement or any aspect of the real estate business. AGENT further agrees to abide by all laws regulating real estate professionals and to, when appropriate, use all forms or any other Agreements required by law or by the laws of the licensing entities and/or the Real Estate Board(s).

- 1.9. **NON-ASSIGNABILITY** – This Agreement is not assignable. This Agreement is personal in nature and no right of AGENT under this Agreement may be assigned without the prior written consent of Broker, which consent may be arbitrarily or unreasonably withheld. The duties or obligations under this Agreement may not be delegated to anyone else without the prior written consent of Broker.

- 1.10. **BROKERAGE BRAND** – All signage/marketing/business cards/flyers/social media etc. must promote Your Home Sold Guaranteed Realty Intercity Plus Inc. All materials, scripts and correspondence provided for use by AGENT are the sole property of Broker. All Brand Guidelines must be followed (See Brand House Guide).

- 1.11. **NON-COMPETE** – AGENT will not directly or indirectly, as a principal, Agent, Broker, Employee, Consultant, Director, or Owner of equity interest in any other capacity, become engaged in the real estate business using in part, or in whole, Your Home Sold Guaranteed Realty Intercity Plus Inc. 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 unenforceable 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 herein or the area covered thereby, such provision shall not be deemed invalid or unenforceable, but shall be deemed modified to the maximum area and/or the maximum term as any court of competent jurisdiction shall deem reasonable. AGENT will not, beginning at the onset of this Agreement and continuing throughout duration of the Agreement, directly or indirectly compete with the business of the Brokerage. The term "non-compete" used herein shall mean that AGENT will not directly or indirectly own, manage, operate, consult, contract with or be employed in a business substantially similar to, or competitive with, the present business of Your Home Sold Guaranteed Realty Intercity Plus Inc.

- 1.12. **NON-DISPARAGE** – AGENT will not disparage the Brokerage or any of its Contractors, Officers, Directors, Employees, Referrals, Clients or other Contractors. AGENT will not criticize, defame, slander or otherwise interfere with the contracts and relationships of the Brokerage or its systems and techniques that are used to conduct business.

- 1.13. **CONFIDENTIALITY** – AGENT understands and agrees that during the course of the relationship with the Brokerage, that he/she may be provided with certain Confidential and/or Proprietary Information (“Confidential Information”). Such information includes, but is not limited to, Intellectual Property, Brokerage customer lists, marketing leads, discussion scripts, business practices and methodologies. The Brokerage would not provide such Confidential Information to AGENT if AGENT did not agree to hold such information on a confidential basis and would not communicate or disseminate such Confidential Information to any outside parties. AGENT further agrees not to disclose to any outside parties any summaries, analyses and other material prepared by AGENT or the Brokerage. Therefore, AGENT understands that if he/she leaves The Brokerage for any reason,

that AGENT loses the right to use any of the Protected Information and that AGENT would be subject to Copyright infringement laws and punishments if AGENT used said Protected Information.

- 1.18 **NON-SOLICIT OF BROKERS LEADS** – During the term of this Agreement, beginning at the onset of this Agreement and after termination, AGENT agrees to refrain from, either directly or indirectly, soliciting, inducing or attempting to influence any Agent, Referral, Lead, Client or Customer of the Brokerage without prior permission or direction from the Brokerage. All Agents, Referrals, Leads, Clients, and Customers generated by The Brokerage are the sole property of The Brokerage. If for any reason this Agreement is terminated either by The Brokerage or by AGENT, AGENT agrees that any Agent, Referral, Lead, Client or Customer of The Brokerage, will remain the property of The Brokerage (Your Home Sold Guaranteed Realty Intercity Plus Inc.).

After termination of this Agreement, AGENT agrees that for a period of three (3) years he/she will NOT contact, solicit, or conduct real estate related business with any Referrals, Leads, Clients, or Customers of The Brokerage.

This also applies if the Agent, Referral, Lead, Client, Customer contacts AGENT directly. AGENT agrees that all Brokerage Agents, Referrals, Leads, past or present Clients, are and always will be, the property of the Brokerage and agrees to either return the Client/Lead to the Brokerage or agrees to pay the Brokerage a 50% referral fee of the gross commission received prior to broker split or any other fees, each and every time the Client/Lead buys or sells a home. If AGENT, after termination of this Agreement, joins a “team” or have a family member work with the Client/Lead, this stipulation extends to the entire team and all directly affiliated entities/family members that may conduct a transaction with the Referral.

- 1.19 **NON-SOLICIT OF INDEPENDENT CONTRACTORS AND/OR STAFF** – AGENT agrees that during the term of this Agreement with the Brokerage and for a period of three (3) years after the Agreement terminates, for any reason, AGENT will not directly or indirectly solicit or contact any of the Brokerage’s employees or Contractors for the purposes of employing them or causing them to leave the employ or service of the Brokerage or to become employed by another person or entity. If that were to happen, there is no way to measure the damages therefrom. As a result, the parties agree that AGENT will pay the Brokerage liquidated damages in the amount of \$50,000 for EACH occurrence.
- 1.20 **ERRORS & OMISSIONS CLAIM** – AGENT understands that if an Errors and Omissions insurance claim must be filed by the Brokerage due to a transaction that AGENT acted as AGENT for, that The Brokerage’s insurance rates will rise for a period of three (3) years. As such, AGENT is responsible for the initial Errors & Omissions deductible due for each incident (typically \$5,000 per incident/suit). This clause remains in place even if/after AGENT is no longer with The Brokerage. AGENT understands that it will be responsible to pay any fines incurred from actions for both AGENT, and, Your Home Sold Guaranteed Realty Intercity Plus Inc.

## **ARTICLE 2 - BROKER OBLIGATIONS**

- 2.1. Broker agrees to supervise the activities of the AGENT for the specific and limited extent required for compliance with laws regulating licensed real estate AGENTs and brokers in the Province of Ontario.
- 2.2. Broker warrants that he/she is licensed and authorized to act as a Real Estate Broker in Ontario and will pay all fees and taxes due to the province, municipality, or other governmental entity arising out of his/her/its activities as a licensed Real Estate Broker. Broker agrees to make available to AGENT all current real estate listings of Broker, except such as Broker may find expedient to place exclusively in the temporary possession of some other broker or AGENT.
- 2.3. Should Broker be required to attend the offices of RECO or TREB on behalf of the AGENT, or if otherwise required by RECO or TREB in relation to AGENT at any time or times, Broker shall be compensated in the amount of \$750 per hour for such attendance and AGENT shall be responsible for payment of said compensation, which may be deducted from any commissions payable, or to be paid, to AGENT at the sole and absolute

discretion of Broker.

### **ARTICLE 3 – COMPENSATION**

- 3.1. For services rendered by Broker to AGENT, AGENT agrees to pay Broker according to the terms set forth in Schedule “A” annexed hereto. Compensation is outlined in Schedule “A” and can be amended at any time during the Agreement by Broker with 30 days written notice to AGENT.
- 3.2. AGENT understands that there are no guarantees with respect to sales, commission or other compensation hereunder. AGENT understands and recognizes that the main method of earning income in the real estate industry is through the sale of real estate.
- 3.3. AGENT agrees to transact all real estate business, including, but not limited to real estate for lease, rental, or sale and handle all sales in the name of Broker. AGENT agrees that all income collected for such activities shall be disbursed under the terms of this Agreement and the policies and guidelines of Broker. If AGENT violates this provision and collects a fee or commission in AGENT’s name or in the name of any third party from whom AGENT expects to receive a portion of such income, AGENT will forfeit any accrued but uncollected commissions in partial payment for the damage Broker suffers as a result of AGENT’s violation of this Agreement. AGENT further agrees to reimburse Broker for all lawyer’s fees incurred by Broker if Broker retains a lawyer to collect any commissions due to Broker resulting from AGENT’s violation of this Agreement. AGENT further agrees to compensate and indemnify Broker for any fine imposed by any regulatory body that arises out of AGENT’s violation of any law, statute, regulation, or local ordinance including but not limited to the full amount of any fines or penalties levied against AGENT or Broker, in connection with the same, by either TREB or RECO as the case may be.
- 3.4. Upon termination of this Agreement Broker shall withhold any advanced commission payments until the Real Estate Transaction is closed and collected.

### **ARTICLE 4 – INDEPENDENT CONTRACTOR**

- 4.1. AGENT enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. AGENT understands that the relationship of the parties is not to be construed as employer/employee, agent/principal, partners, or joint ventures. Neither party has any right to control, in any manner, the business operations of the other except for the right of Broker to prescribe certain rules according to this Agreement.
- 4.2. AGENT agrees and understands that it is not entitled to the rights or benefits afforded to Broker’s employees, including disability or employment insurance, workers’ compensation, medical insurance, sick leave, or any other employment benefit. AGENT is responsible for providing, at his/her own expense, disability, employment or other insurance, workers’ compensation, and licenses for itself and for his/her personal assistants which may be classified as employees and subcontractors.
- 4.3. AGENT understands that as an independent contractor under this Agreement it is free to control his/her hours, to the extent that they affect choice of clients, sales methods, and other matters pertaining to the real estate license and the ethics of the real estate business, subject to compliance with Broker’s Policies and Guidelines to the extent that they affect, applicable local, provincial, and federal laws and regulations, and the rules and regulations of any trade or professional organization, or a licensing body to which Broker is a member. Except as required by law, AGENT retains sole and absolute discretion and judgment in the method, techniques, and procedures to be used in soliciting and obtaining listings, sales, exchanges, leases, rentals, or other transactions, and in carrying out AGENT’s listing and selling activities.
- 4.4. AGENT agrees that it shall not: (1) sign any Agreement, including office or equipment lease, in the name of Broker, however the AGENT is entitled to accept a real estate listing; (2) open or continue to have any bank

account, chequing or savings, or other investment account, in the name of Broker; (3) open any charge or secure credit in the name of Broker; (4) negotiate or deposit in AGENT's personal account any cheque, money order or similar instrument made payable to Broker; or (5) incur any expense in the name of Broker. Further AGENT acknowledges and agrees that he/she shall not, for any reason, direct any client or third party to make any monetary funds payable to AGENT or any other party, which should rightfully be made payable to Broker.

- 4.5. AGENT agrees to indemnify, defend, and hold Broker and Your Home Sold Guaranteed Realty Intercity Plus Inc., Brokerage ("YHSGR") free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, lawyers' fees, and costs (collectively referred to herein as "indemnified loss"), that Broker and/or Your Home Sold Guaranteed Realty Intercity Plus Inc., Brokerage may incur as a result of a breach of this Agreement by AGENT or any AGENT affiliate or employee working directly under AGENT.
- 4.6. AGENT agrees to secure his/her promise of indemnification by an assignment and hereby assigns to Broker any commissions or advances thereon or any other compensation otherwise payable by Broker to AGENT to the extent necessary to satisfy Broker for any such indemnified loss. Further, to the extent necessary to indemnify Broker, AGENT agrees to pay all of his/her commission as addressed in Schedule "C" of this Agreement for any amount necessary to satisfy or partially satisfy any indemnification obligation of AGENT for any indemnified loss. For clarity there will be no deduction for any amounts due and payable to Broker from commissions as per Schedule "C" and any amounts referred to in this provision shall only refer to the amounts payable to AGENT after the Broker share has been deducted.

#### **ARTICLE 5 – RESTRICTIVE COVENANTS AND CONFIDENTIAL INFORMATION**

- 5.1. AGENT acknowledges that Broker has spent considerable amount of time, effort, money, and skills in developing his/her business, and his/her client list. The names of the clients solicited for and by Broker constitute a valuable business asset of Broker and these assets should be entitled to protection as confidential information of Broker.
- 5.2. AGENT promises that he/she will not directly or indirectly, during the term of this Agreement, and for a period of three (3) years thereafter, divulge, sell, exchange or distribute to any person or entity outside of Broker the identities of or any list of names (written or otherwise) of clients or customers or any other similar confidential information of Broker nor will AGENT utilize such lists or other confidential information except in connection with the business of Broker.
- 5.3. Further AGENT agrees to abide by all statutes, including Privacy Acts, and Consumer Protection laws prior to distributing any personal information and at all times seek prior written approval of the parties being disclosed before such disclosure.
- 5.4. AGENT covenants and agrees that he/she will not directly or indirectly, during the term of this Agreement and for a period of three (3) years thereafter, solicit or recruit, or attempt to solicit or recruit for employment or for independent contract with any real estate broker or any other real estate organization, any existing licensed AGENT or Realtors of Broker.
- 5.5. AGENT expressly acknowledges and agrees that Broker would suffer irreparable harm not compensable under legal damages should AGENT violate any of the covenants. That in the event AGENT were to violate any of the covenants, Broker should be entitled to injunctive relief and specific performance and to enjoin any further violations of these covenants. AGENT expressly acknowledges and stipulates that injunctive relief is appropriate and necessary in the event of a violation because there may be no adequate remedy at law for a violation of any of the covenants.
- 5.6. In the event of any breach by AGENT of this section, then, in addition to any other rights or remedies of Broker, where by law or in equity, AGENT shall lose all rights to any further commissions or any other compensation from Broker.

- 5.7. AGENT agrees that this Agreement shall be confidential between Broker and AGENT and that no provision of this Agreement shall be disclosed to any third party without the express written consent of Broker.

#### **ARTICLE 6 – BROKER POLICIES AND GUIDELINES**

- 6.1. AGENT agrees to comply with all Broker Policies and Guidelines that may be issued from time to time by Broker. Broker Policies and Guidelines are a part of this Agreement and AGENT's failure to comply with any policy or guideline is a breach of this Agreement and can result in his/her termination.
- 6.2. AGENT acknowledges that Broker may amend the policies and guidelines at any time without notice to AGENT and that AGENT is responsible to keep up with all policies and guidelines and agree to comply with any such amended policies and guidelines as and when disclosed to AGENT by Broker.
- 6.3. In the event AGENT receives an overpayment, AGENT will immediately remit the difference or return the erroneous cheque so that a correct cheque may be issued.

#### **ARTICLE 7 – TERMINATION OF AGREEMENT**

- 7.1. AGENT may terminate this Agreement at any time by providing Broker with written notice to terminate. Termination of the relationship shall be effective thirty (30) days after delivery of the notice of termination by person, courier, registered, or electronic mail. Broker at his sole discretion may choose to waive such thirty (30) day notice and may opt to terminate immediately or at any time during the thirty (30) day period.
- 7.2. Broker may terminate AGENT without notice on the following grounds:
- (a) AGENT materially defaults in the performance of this Agreement or materially breaches any of his/her provisions.
  - (b) AGENT not being in good standing under the real estate AGENT licensing laws.
  - (c) AGENT providing services to another real estate brokerage firm wholly unrelated to Broker unless otherwise explicitly agreed to in writing by Broker and AGENT.
- 7.3. Termination of this Agreement shall not terminate any of the continuing rights or obligations of either AGENT or Broker if the parties contemplated such rights and obligations to survive termination of this Agreement.
- 7.4. If AGENT owes Broker any amounts at the time of termination of this Agreement or if any amounts become due from AGENT to Broker after the termination, AGENT authorizes Broker to deduct these amounts from any commissions or other amounts due to AGENT from Broker until the amounts owed Broker have been fully paid. If there are no other commissions, AGENT shall pay Broker any amounts due or make arrangements for payment to Broker within a reasonable time. All Commissions for transactions completed or in process (written deal) up to the time of termination will be paid by Broker to AGENT in full minus any amounts owing to the Team or Brokerage. Transactions will not be entitled to compensation at the time of termination unless complete and executed.
- 7.5. AGENT agrees to immediately return to Broker, upon termination of this Agreement, all keys, listings, listing books, sales literature and any other materials and supplies received from Broker.
- 7.6. Any written, printed, graphic, or electronically or magnetically recorded information furnished by Broker for AGENT's use is the sole property of Broker. This proprietary information includes, but is not limited to, customer lists, marketing information, and information concerning Broker's employees, services, prices, operations, and subsidiaries. All files and documents pertaining to listings, leads, and transactions are the property of Broker and

shall be delivered to Broker by AGENT immediately upon request or termination of the relationship under this Agreement. AGENT acknowledges that Broker's method of conducting business is a protected trade secret. AGENT shall not use for his/her own advantage, or the advantage of any other person, business, or entity, except as specifically agreed in writing, either during or after the association with Broker.

- 7.7. For a period of three (3) years following the termination of this Agreement, AGENT will not do either of the following: (1) call on, solicit, or take away any of Broker's customers or potential customers AGENT became aware of as a result of performing services under this Agreement; or (2) solicit or hire away any of Broker's employees or AGENTS that AGENT became aware of as a result of performing services under this Agreement.

## **ARTICLE 8 – GENERAL PROVISIONS**

- 8.1. AGENT expressly represents and warrants that AGENT has the authority and is free to enter into this Agreement and that AGENT is not or will, by no virtue of entering into this Agreement or otherwise, be in breach of any other Agreement with any other real estate Brokerage, agency, association, firm, person, or corporation.
- 8.2. The failure or delay by any party hereto to insist upon strict performance of the terms and conditions of this Agreement shall not be deemed a waiver of any of the rights or remedies that such party may have and shall not be deemed a waiver of any subsequent breach of default in the terms hereof. To be effective, any waiver must be in writing and signed by the party granting the waiver and any such waiver shall apply only to the matter or instance so specifically waived.
- 8.3. In the event this Agreement conflicts with any federal or provincial laws such provisions that are enforceable shall not void the remaining portions that do not conflict with any federal or provincial laws.
- 8.4. Each party to this Agreement agrees, at the request of the other party, to do, execute and give such further and other acts, documents, and assurances as may be reasonably requested in order to give full effect to this Agreement and to the transactions contemplated herein.
- 8.5. Titles and headings of this Agreement are for convenience only and are not intended to reflect or restrict, or to encompass all other provisions therein or interpret or govern such provisions. The provisions themselves shall not control. For all purposes, the Agreement shall be interpreted as a whole and the headings are not intended to limit any interpretations.
- 8.6. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.
- 8.7. This Agreement and the rights of the parties there under shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives and successors.
- 8.8. Any controversy between the parties to this Agreement involving the construction or application of any of the terms, covenants, or conditions of this Agreement will, on the written request of one party served on the other, be submitted to mediation and/or arbitration. The parties will each appoint one person to hear and determine the dispute. If those two persons are unable to agree, then they will select a third impartial arbitrator whose decision will be final and conclusive on both parties. The costs of arbitration shall be borne in a proportion the arbitrators determine. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction over the award.
- 8.9. The parties hereby waive to the fullest extent permitted by law any right to claim any punitive or exemplary damages against each other and agree that in the event of a dispute between them each will be limited to recovery of any actual damages sustained by it.

- 8.10. If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable lawyers' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 8.11. This Agreement, including any policies or guidelines issued by Broker under this Agreement, constitutes the entire Agreement and supersedes any and all Agreements, either oral or written, between the parties with respect to the rendering of services by AGENT for Broker and contains all of the representations, covenants, and Agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises, or Agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not contained in this Agreement. No Agreement, statement, or promise not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.
- 8.12. Except as expressly authorized herein, no amendment or modification of this Agreement shall be binding unless executed in writing. However, any modification of this Agreement shall be expressed by way of Amendment signed by all parties included in this Agreement.
- 8.13. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario.
- 8.14. Each party hereto, including the Controlling Shareholder, represents and acknowledges:
- (a) That it has received advice from his/her own, independent legal counsel prior to his/her execution of this Agreement or has been given the opportunity to meet and confer with his/her own, independent legal counsel prior to his/her execution of this Agreement;
  - (b) That the legal nature and effect of this Agreement has been explained to it by his/her legal counsel or the party has voluntarily decided not to consult with his/her own independent legal counsel;
  - (c) That it fully understands the terms and provisions of this Agreement and the nature and effect thereof;
  - (d) That it has not relied and is not relying upon any representation or statement of any person not contained in this Agreement or on the advice of any legal counsel other than his/her own counsel, if any; and
  - (e) That it has carefully read this Agreement, knows the contents hereof, and is executing the same freely and voluntarily.

## SCHEDULES

Schedule A (Commission Plan) forms an integral part of this Agreement

Schedule B (Brand Guidelines) forms an integral part of this Agreement

**IN WITNESS WHEREOF**, the parties have executed this Agreement as set forth on the day by their respective signatures written below.

**YOUR HOME SOLD GUARANTEED REALTY INTERCITY PLUS INC., BROKERAGE**

**Per:** \_\_\_\_\_  
Fernando Giandomenico – Broker of Record

\_\_\_\_\_  
AGENT

## SCHEDULE A

### FEES PAYABLE TO BROKER FOR BROKER SERVICES

AGENT agrees to compensate Broker in the amounts, and in the manner set forth herein for providing brokerage services.

The commission to be paid in respect of any transaction referred to in this Agreement shall be determined solely by AGENT and all of that commission shall belong to the AGENT. The parties acknowledge that the law requires that commissions be collected only by Broker. Broker agrees to use all reasonable efforts to collect such commissions, including commissions in dispute, in a timely manner, and AGENT shall fully cooperate with, and assist Broker, at AGENT's expense, as may be required, in that regard. Broker shall pay over to the AGENT according to Broker's policies all amounts received by Broker in respect of such commissions, less:

- (a) any amount of such commission which is payable to third parties as a result of a division of the commission between listing and selling portion or otherwise in accordance with the custom of the trade at the time;
- (b) any fees payable to Broker, as provided for in this Agreement;
- (c) the amount of any sales tax payable by AGENT in respect of the amounts paid by AGENT pursuant to this Agreement in compensation for the work space, items, services and allowances provided by Broker;
- (d) any amounts subject to garnishment, judgment, levy, court order or any written assignment of a commission to a third party;
- (e) any other amount then owing by AGENT to Broker.

If any commission or a portion thereof is disputed in any transaction and such commission is in the possession of Broker, AGENT agrees and consents to Broker maintaining the commission funds in trust pending the resolution of the dispute.

If only a part of any commission is received by Broker, Broker may still retain or disburse all of the amounts referred to above. All monies, cheques and other instruments received by the Broker on account of commissions belonging to AGENT, less any portion thereof which Broker is entitled to retain or disburse according to this Agreement, shall be received by the Broker in trust for AGENT.

Upon termination of this Agreement Your Home Sold Guaranteed Realty Intercity Plus Inc., Brokerage shall withhold any advanced commission payments until the Real Estate Transaction is completed.

### COMPENSATION PLAN

**Commissions will only be released provided ALL required paperwork has been received and a file has been completed by Administration. Commissions will not be released if we are missing any documentation and/or signatures required in accordance with RECO Rules and Regulations.**

**In accordance with RECO Rules and Regulations, all real estate transactions are to be submitted to the Brokerage within 24 hours of signing.**

**It is important to note that in the event that missing documentation is requested from AGENT more than once, a \$100 Administration Fee will be charged to AGENT directly for each subsequent request.**

- A. The Gross Commission (%) Credit attributable to the AGENT regarding his/her “personal leads” respective Trades/Transactions of this Agreement will be outlined in the Commission Plan below.
- B. The Effective/Commencement Date of this Agreement shall be the day the agents license is placed with the Brokerage.
- C. The Anniversary/Renewal Date of this Agreement auto renews one calendar year or 12 months after the effective/commencement date of this agreement.
- D. The Payment Plan for this Agreement Initial Term shall be as follows:

**COMMISSION PLAN**

**80/20 PLAN - \$90,000 GCI (\$18K CAP)**

This plan is based on AGENTs “Personal Leads” closed and collected commissions written and closed within one calendar year and shall be in effect from the commencement of this Agreement and shall renew annually.

**Monthly Brokerage Fee: \$ 239.00 + HST** Charged to be paid by preauthorized credit card payments.

**Transaction Fee: \$495.00 + HST**

- Deducted from each Trade Record Sheet for Sale Transactions (Not applied to residential rentals)

Commissions earned based on “Personal Leads” **CLOSED & COLLECTED under \$90,000.00:**

**80% to AGENT**

**20% to Your Home Sold Guaranteed Realty Intercity Plus Inc.**

Commission earned based on “Personal Leads” **CLOSED & COLLECTED over \$90,000.00:**

**100% to AGENT**

Commissions earned based on **Leads and/or Referrals** will be determined at the time Team Lead or Referral is assigned to Agent under separate contract.

I hereby acknowledge and understand that any commissions earned from Leads generated by Broker or earnings generated by the “Revenue Shared Plan” **will not be included** in the \$90,000.00 minimum Gross Commission Income requirement.

I hereby agree to the commission plan outlined above. \*I understand that in the event I have not earned any commissions, the fees are still owed and payable to Your Home Sold Guaranteed Realty Intercity Plus Inc. I understand I will be responsible to pay any outstanding Monthly Brokerage Fees that have been applied to my expense account during my registration with Your Home Sold Guaranteed Realty Intercity Plus Inc.

**MINIMUM COMMISSION REQUIREMENTS**

**SALE/PURCHASE of PRIMARY RESIDENCE:** **\$1,000.00 payable + HST**  
 (Discount limited to either 1 Sale or Purchase per Calendar Year)

**SALE/PURCHASE INVESTMENT PROPERTY:** **20% of 1% of sale price + HST**  
*\*Primary Investment only – Group Investments Excluded*  
 (Limited to 1 Sale/Purchase per Calendar Year)

**PERSONAL OWNER RENTALS:** **\$150.00 + HST is payable**

**RENTALS WITH REDUCED COMMISSION:**

**\$150.00 + HST is payable**

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fernando Giandomenico/Broker of Record

\_\_\_\_\_  
Date

**SCHEDULE B**

This schedule outlines the brand guidelines to be adhered to by AGENT in all professional activities and representations. It is imperative that the following standards are consistently maintained to ensure brand integrity and recognition.

Failure to comply with these guidelines may result in corrective action to maintain brand consistency and integrity.

**DIGITAL COPY:**



By signing this schedule, AGENT acknowledges receipt of and reviewed a copy of the brand guidelines.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fernando Giandomenico/Broker of Record

\_\_\_\_\_  
Date