

# e-Executive Realty

## INDEPENDENT CONTRACTOR AGREEMENT

**E-Executive Realty**, ("Broker") and \_\_\_\_\_, ("Contractor"), who will do business as a(n) \_\_\_\_\_ Salesperson \_\_\_\_\_ Associate Broker, hereby agree as follows:

1. Contractor agrees to work for Broker as an Independent Contractor, and not as an employee; however, Contractor understands that Broker is legally accountable for the activities of the Contractor. All costs and obligations incurred by Contractor in conducting his/her independent business shall be paid solely by Contractor, who will hold Broker harmless from any and all costs and obligations. Contractor will act independently as to the management of his/her time and efforts, and will be responsible for timely payment of all of his/her own expenses, such as industry association dues, licensing renewals, pagers, cellular telephones, etc., as they are incurred. Any ABOR or NAR dues billed to e-Executive Realty on the agents behalf may be automatically drafted with the method we have on file for you, with all applicable late fees, including \$50.00.
2. Contractor is and shall remain licensed and in good standing with the Texas Commission of Real Estate, throughout the term hereof. Within 10 days of the date of this contract, Contractor will become and shall remain a dues-paying member of an approved Association of REALTORS®, and will adhere to the REALTOR® Code of Ethics, as well as the Multiple Listing Service Rules and By-Laws pertaining to listings, lockboxes, etc. Contractor will exert his/her best efforts in all activities related to the listing, selling, leasing or exchanging of real property in the State of Texas, and will in all ways conduct him/herself in full compliance with the Statutes and Rules of the Texas Commission of Real Estate, and in a way which reflects the high standards of the Broker.
3. Contractor will utilize his/her own automobile, and will maintain a minimum \$100,000/\$300,000 liability and property damage insurance policy, naming Broker as a co-insured, covering any vehicles used to transport third parties or to show and inspect properties and shall furnish a copy of said policy to Broker before driving any parties/clients in their car and within 3 days after the effective date of this agreement. AGENTS ARE ENCOURAGED TO LET CLIENTS FOLLOW IN THEIR OWN VEHICLE AND AGENTS ARE ADMONISHED TO NOT ALLOW ANY CLIENT'S CHILD TO BE ALLOWED INSIDE THEIR VEHICLE, WHETHER THEY HAVE A CAR SEAT OR NOT! This does not negate the required copy of agent's insurance being furnished to Broker.
4. As commissions are earned by Broker through the efforts of Contractor, all appropriate commissions shall be paid to Contractor by Broker **5 business days after receipt and processing** or paid directly to agent at Title Company, less any amounts owing to Broker, and subject to Broker having a complete sales file and the provisions of paragraph seven (7) below.
5. **Late Payment and Default:** Should you default on any payment obligation as called for in this agreement, the entire remaining balance plus any applicable fees shall be deemed due and payable upon demand. You will be subject **up to a \$50.00 late fee** (plus any applicable tax) for any unpaid balances and in addition **up to a \$35.00 fee** for returned checks, bank drafts, credit cards or debit cards due to (but not limited to) the following: NSF's, closed accounts, stopped payments, invalid accounts, declined credit card, lost or stolen credit card, holds on credit card, invalid or wrong credit card expiration dates etc. **It is your responsibility to notify e-Executive Realty, in writing, of any change in your automatic draft payment method, including termination of sponsorship, 10 BUSINESS DAYS PRIOR to your draft date or you will be liable for those fees.** Any returned/declined credit card transactions will be drafted 10 days after the initial transaction and **will include late fees.** We reserve the right to redraft any past due amounts and/or service fees at any time without prior notice to you. You grant e-Executive Realty the right to use the account information from any payment method or payments that you have given to redraft any past due amount and/or late fee. All unpaid fees **may be deducted directly from any commission checks** received for agent. In the event your fees remain past due for more than 30 days you **authorize e-Executive Realty to accept payment from SARMA Collections Inc.**, on your behalf, including an additional 30% fees for their services, at which point you will be required to make payment directly to them.
6. The **transaction fee for a referral commission, retainer, listing fee, Bonuses, or a lease commission** will be 10% of the gross amount of the commission check. The maximum transaction fee of 10% never to exceed \$250.00. (Checks must be made payable to e-Executive Realty)
7. The Errors and Omissions Insurance Carrier shall be chosen at Broker's discretion.
  - A. Contractor understands that he/she is responsible for payment of the deductible amount (currently \$1500.00) upon request, for each Errors and Omissions claim. Contractor shall immediately notify Broker of any circumstances likely to give rise to any kind of claim or complaint against Contractor and/or Broker. In the event of a claim, lawsuit, License complaint or Arbitration demand which is not wholly covered by insurance, Broker may withhold from Contractor's commissions payable, an amount adequate to satisfy any amounts not covered, which Broker shall place in its Escrow Account, pending settlement or other disposition of the matter. Broker may, in Broker's sole discretion, apply such sums as necessary to settle or to satisfy any such claim or award, and Contractor agrees to cooperate fully in this regard. Contractor understands that, from time to time, the Principals of Brokerage may deem it necessary to obtain legal consultation concerning one of Contractor's transactions; Contractor agrees to reimburse and indemnify Broker for any Attorney's fee reasonably incurred by Broker to obtain legal advice concerning such transactions.

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- B. In the event Contractor intends to enter into any transaction as a principal, or an immediate relative that Contractor is representing intends to enter into any transaction, or any entity owned or controlled by Contractor or Contractor's relatives, Contractor shall notify Broker beforehand, and shall include such clause or clauses as broker may deem necessary, in any contract or lease agreement. **An additional \$60.00 fee will be payable to Broker if any contract has to be reviewed by e-Executive's lawyer.** In any event, Contractor agrees to indemnify and hold Broker harmless from any claims, demands, complaints, Realtor® arbitrations or other actions made against Broker as a result of any transaction in which Contractor acts as a principal. Contractor agrees to reimburse and indemnify Broker for any Attorney's fee reasonably incurred by Broker to obtain legal advice concerning such transactions.
- C. Contractor understands that all **commission checks must be made out to Broker**, unless Broker provides a signed written authorization, to be submitted as part of closing instructions, allowing a commission check to be made direct to contractor. Written authorization will be made available to contractor by following this procedure prior to closing:
- Submit a completed file copy of each transaction to Broker within 48 hours of receiving receipted sales contract
  - Pay the appropriate transaction fee to Broker
  - Pay errors and omissions insurance for each transaction to Broker
  - Provide Broker with the closing officer's name, phone number and fax number via a completed agent commission disbursement form at least five days prior to closing. **Failure to do so will result in an expedite fee of \$100.00.**
8. As a material provision of this agreement, Contractor agrees that, for all actions that Contractor does during his/her contractual relationship with Broker, Contractor will forever indemnify and hold harmless Broker, their heirs, successors, spouses and assigns, from any and all claims, complaints, causes of action, Realtor® arbitration demands, damages and liabilities of every kind whatsoever, whether known or unknown, including without limitation of any action, omission, negligence or any other basis of liability or complaint, in any forum, brought by any third party against e-Executive Realty Inc. No action or complaint arising out of a real estate transaction in which Broker was involved, may be brought by Contractor against any third party, without prior written consent of the Broker.
9. In the event that Contractor terminates his/her contractual relationship with Broker for any reason, any and all listings obtained through the efforts of Contractor during the term of this agreement shall be transferred to Contractor or to Contractor's new employing Broker on Contractor's behalf. However, Contractor specifically agrees to continue to fully cooperate with Broker as necessary to resolve any transactions, claims or disputes which are pending at the time, or which arise after Contractor's contractual relationship with Broker terminates and Contractor shall indemnify and hold Broker harmless from all such matters.
10. For purposes of this agreement, the term "transaction" shall be defined as the recording of the deed following the sale of real estate, or the execution by all parties of a lease, where a commission is paid to Broker as a result of the efforts of Contractor. Contractor agrees that Broker has the right to hold and/or apply any commissions owing to Contractor, as may be necessary to pay for or secure any obligations of Contractor hereunder.
11. Contractor understands and agrees that, because Contractor is an Independent Contractor and not an employee of Broker, Broker will not withhold any Federal or State Income Tax, Social Security (FICA) or Unemployment (FUTA) taxes from Contractor's commissions paid. Contractor is personally responsible for paying any and all Federal and State Income, Social Security and other taxes, and for maintaining all expense records as required by law, and represents to Broker that all such amounts will be withheld and paid when due. Contractor shall indemnify and hold Broker harmless from any liability or costs thereof. Contractor further understands and acknowledges that Broker provides ns, Worker's Compensation coverage. Contractor hereby specifically waives such coverage and represents to Broker that he/she understands that, if Contractor desires such coverage, Contractor must personally obtain such coverage directly from the State of Texas or an insurance carrier of Contractor's choice, at Contractor's sole expense.
12. This Agreement may be terminated immediately by Broker for cause, or upon three calendar days' written notice by Broker or upon ten calendar days' written notice by Contractor to Broker. Contractor agrees that a violation of any of Contractor's obligations hereunder shall constitute cause for immediate termination of this Agreement. In the event that this Agreement is terminated by Broker for cause, Contractor agrees that any ongoing obligations of Contractor hereunder shall survive the termination of this Agreement.

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13. In the event of a dispute involving two or more Contractors, all of whom are licensed with e-Executive Realty Inc., Contractor authorizes the Designated Broker for e-Executive Realty Inc., sole and absolute discretion in resolving said dispute. Contractor agrees to abide by the decision of the Designated Broker. Contractor also agrees to hold harmless and indemnify e-Executive Realty Inc., and its Designated Broker against any claim, action, or lawsuit of any kind, and from any loss, judgment, or expense, including attorney's fees, arising from or relating in any way to the resolution of said dispute.
14. Annual TAR dues of \$296.00/year will be paid to ABOR by Contractor on or before December 15 of each year or e-Executive Realty Inc. has the unqualified right to bill your credit card or checking account for these dues to be paid on time. If for any reason the credit card is denied or the bank draft is denied due to insufficient funds, then the agent's license will automatically be mailed back to the Texas Real Estate Commission, and contractor will still owe for any dues billed to e-Executive Realty.
15. If Contractor engages in any unethical behavior or any criminal activity, it is the Brokers unqualified right to terminate this agreement without any notice to the Contractor and to report such activity to the appropriate authorities.
16. New agents, who have not done at least 3 listings and closed 3 sales, must work their first 3 listings with a mentor and their first 3 Sales with a mentor. The agent is required to split their commission with the mentor. The broker has the right to request proof of such past sales and/or listings. Paragraph 16 shall not apply when agent/contractor participates in a transaction wherein he is a principal, a trustee, an independent administrator of an estate that owns subject property, or has a controlling interest in the party that owns the subject property or any combination thereof.
17. Addendum for TEAMS and GROUPS: If a team and/or group want to sign up as a team doing transactions together, they will be allowed to pay only one transaction fee per transaction for the both of them. They will each still be responsible for their respective monthly fees and yearly membership fees.
18. AGENT REFERRAL AGREEMENT: All agents who refer another licensed agent, in writing, to **e-Executive Realty** will receive ONE \$250 TRANSACTION CREDIT or \$100 cash, if the agent comes aboard, signs a contractor's agreement and pays all fees associated with becoming an e-Executive Agent! Agent must be interviewed and accepted by management and/or Broker! \*(Plan #13 Agent must meet the plans required recruiting quota before this standard applies)
19. Broker Special Services: e-Executive Realty Broker is available to agents for advice, prior to any issues with TREC or the Austin Board of Realtors, at no charge. A Broker will advise on issues, reprimands, and agent or transaction disputes with TREC or the Austin Board of Realtors for \$200.00 an hour.
20. **e-Executive Realty** furnishes each agent the opportunity to open their own office, as part of our brokerage program and as such, provides all of our agents certain confidential information relating to the business affairs and operations of e-Executive Realty as well as certain ideas, inventions or services/products for the purposes of determining an interest in a partnership to open Agent's own branch office. Agent agrees to review, examine, inspect or obtain such confidential information only for the purposes described above, and to otherwise hold such information confidential pursuant to the terms of this Agreement. e-Executive allows agents access to certain confidential information and may further allow agent the right to discuss or interview representatives of e-Executive on the following conditions:
  - a. Agent agrees to hold confidential or proprietary information or trade secrets ("confidential information") in trust and confidence and agrees that it shall be used only for the contemplated purposes, shall not be used for any other purpose, or disclosed to any third party.
  - b. No copies will be made or retained of any written information or prototypes supplied without the permission of e-Executive Realty.
  - c. At the conclusion of any discussions, or upon demand by e-Executive Realty, all confidential information, including prototypes, written notes, photographs, sketches, models, memoranda or notes taken shall be returned to e-Executive Realty.
  - d. Confidential information shall not be disclosed to any employee, consultant or third party unless they agree to execute and be bound by the terms of this Agreement, and have been approved by e-Executive Realty.
  - e. Neither agents nor their affiliates will, directly or indirectly, whether as sole proprietor, partner, venturer, stockholder, director, officer, guarantor, employee, consultant, independent contractor or in any other capacity as principal or agent engage in the business of opening a "Low overhead, fixed fee (under \$190 mo)" real estate brokerage firm, or any other business which is similar to or related to, and competitive with, the business conducted by e-Executive Realty Inc. within the State of Texas, for 24 months after termination or license transfer from e-Executive Realty. Agent agrees that such a partnership or opening of such a business or branch office will be with e-Executive Realty Inc.
  - f. This agreement and its validity, construction and effect shall be governed by the laws of the State of Texas.
  - g. Contractor agrees to sign the following contract with e- Executive Realty or the like for the payment of monthly and/or yearly fees.

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INDEPENDENT CONTRACTOR AGREEMENT

**15 e-Executive Plans Available to choose from:**

**PLAN #1:**

- ◆ For **The Month-to-month Plan I**, a fee of \$250.00 will be withheld by and paid to Broker for each transaction. In addition, a sum (currently \$64.00—Subject to change without notice) will be withheld from each commission paid, for the Errors and Omissions Insurance premium.
- ◆ In consideration of the foregoing, Contractor will pay Broker a monthly fee of \$79.00, payable on the first of each month by check, automatic bank draft or credit card.
- ◆ There is a start-up/membership fee for month-to-month members of \$250/yr (Subject to change without notice).
- ◆ Contractor may elect to change programs with written notice to Broker 10 days prior to the first day of any month. The change will become effective on the first day of the month following the written notice to the Broker. Contractor may make this election only one time every six months.
- ◆ **Profit Share/Recruiting Incentive:** On all plans contractor to receive **one \$250 transaction Credit or \$100 Cash by referring a licensed agent that e-Executive hires on as an agent or broker/associate (see paragraph 18).**

**PLAN # 2:**

- ◆ For **The Part-Time Plan**, a fee of \$500.00 will be withheld by and paid to Broker for **each transaction**. In addition, a sum (currently \$64.00—Subject to change without notice) will be withheld from each commission paid, for the Errors and Omissions Insurance premium.
- ◆ In consideration of the foregoing, Contractor will pay Broker a monthly fee of \$59.00 payable on the first of each month by automatic bank draft or credit card draft.
- ◆ **A start-up/membership fee for month-to-month members of \$185/yr** (Subject to change without notice). **If contractor elects to cancel this agreement and/or change brokers, membership fees are non-refundable. If Broker elects to cancel this agreement per the provisions of paragraph 12 and/or 15, membership fees are still non-refundable.**
- ◆ Contractor may elect to change programs with **written notice to Broker 10 days prior to the first day of any month**. The change will become effective on the first day of the month following the written notice to the Broker. Contractor may make this election only one time every six months.
- ◆ **Profit Share/Recruiting Incentive:** On all plans contractor to receive **one \$250 transaction Credit or \$100 Cash by referring a licensed agent that e-Executive hires on as an agent or broker/associate (see paragraph 18).**

**PLAN # 3:**

- ◆ For **The Top Producer Plan**, a fee of \$150.00 will be withheld by and paid to Broker for each transaction. In addition, a sum (currently \$64.00—Subject to change without notice) will be withheld from each commission paid, for the Errors and Omissions Insurance premium.
- ◆ In consideration of the foregoing, Contractor will pay Broker a monthly fee of \$79.00 in advance and thereafter by check, automatic bank draft or credit card monthly.
- ◆ **There is a Yearly membership/Start-up fee of \$1000.00/yr,** (Subject to change without notice). **If contractor elects to cancel this agreement and/or change brokers, membership fees are non-refundable. If Broker elects to cancel this agreement per the provisions of paragraph 12 and/or 15, membership fees are still non-refundable.**
- ◆ Contractor may elect to **change programs with written notice to Broker 10 days prior to their one year anniversary date**. The change will become effective on their anniversary date, following the written notice to the Broker. Contractor may make this election only one time every **twelve** months.
- ◆ **Profit Share/Recruiting Incentive:** On all plans contractor to receive **one \$250 transaction Credit or \$100 Cash by referring a licensed agent that e-Executive hires on as an agent or broker/associate (see paragraph 18).**

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#### PLAN # 4:

- ◆ For **The Monthly Fee Only Plan**, a fee of \$0.00 will be withheld by and paid to Broker for **each transaction**. In addition, a sum (currently \$64.00—Subject to change without notice) will be withheld from each commission paid, for the Errors and Omissions Insurance premium.
- ◆ In consideration of the foregoing, Contractor will pay Broker a monthly fee of \$320.00 in advance and thereafter by automatic bank draft or credit card draft.
- ◆ **There is a Yearly membership/Start-up fee of \$320.00/yr** (Subject to change without notice). **If contractor elects to cancel this agreement and/or change brokers, membership fees are non-refundable. If Broker elects to cancel this agreement per the provisions of paragraph 12 and/or 15, membership fees are still non-refundable.**
- ◆ Contractor may elect to change programs with written notice to Broker 10 days prior to their one year anniversary date. The change will be come effective on their anniversary date, following the written notice to the Broker. Contractor may make this election only one time every **twelve** months.
- ◆ **Profit Share/Recruiting Incentive:** On all plans contractor to receive **one \$250 transaction Credit or \$100 Cash by referring a licensed agent that e-Executive hires on as an agent or broker/associate (see paragraph 18).**

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#### PLAN # 5:

- ◆ For **The Transaction Fee only Plan**, a fee of \$395.00 will be withheld by and paid to Broker for **each transaction**. In addition, a sum (currently \$64.00—Subject to change without notice) will be withheld from each commission paid, for the Errors and Omissions Insurance premium.
- ◆ In consideration of the foregoing, Contractor will pay Broker no monthly fee.
- ◆ **There is a start-up/membership fee for transaction fee only members of \$250/yr** (Subject to change without notice). **If contractor elects to cancel this agreement and/or change brokers, membership fees are non-refundable. If Broker elects to cancel this agreement per the provisions of paragraph 12 and/or 15, membership fees are still non-refundable.**
- ◆ **Contractor is required to do a MINIMUM of Four (4) transactions per year: ONE (1) every 3 months or \$478.33 to be paid every 3 months.**
- ◆ Contractor may elect to change programs with written notice to Broker 10 days prior to the first day of any month. The change will become effective on the first day of the month following the written notice to the Broker. Contractor may make this election only one time every six months.
- ◆ **Profit Share/Recruiting Incentive:** On all plans contractor to receive **one \$250 transaction Credit or \$100 Cash by referring a licensed agent that e-Executive hires on as an agent or broker/associate (see paragraph 18).**

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#### PLAN # 6:

- ◆ For **The 95/5 Commission Split Only plan**, there will be no transaction fee withheld by and paid to Broker for **each transaction**. However, a sum (currently \$64.00—Subject to change without notice) will be withheld from each commission paid, for the Errors and Omissions Insurance premium.
- ◆ In consideration of the foregoing, Contractor will pay Broker 5% of all commissions and no monthly fee. **There is a start-up/membership fee for commission split only members of \$250/yr** (Subject to change without notice). **If contractor elects to cancel this agreement and/or change brokers, membership fees are non-refundable. If Broker elects to cancel this agreement per the provisions of paragraph 12 and/or 15, membership fees are still non-refundable.**
- ◆ **Contractor is required to do a MINIMUM of Four (4) transactions per year: ONE (1) every 3 months or \$478.33 to be paid every 3 months,**
- ◆ Contractor may elect to change programs with written notice to Broker 10 days prior to the first day of any month. The change will become effective on the first day of the month following the written notice to the Broker. Contractor may make this election only one time every six months.
- ◆ **Profit Share/Recruiting Incentive:** On all plans contractor to receive **one \$250 transaction Credit or \$100 Cash by referring a licensed agent that e-Executive hires on as an agent or broker/associate (see paragraph 18).**

**PLAN # 7:**

- ◆ For **The 24/7 Broker On Call Plan**, there will be no transaction fee withheld by and paid to Broker for **each transaction**. However, a sum (currently \$64.00—Subject to change without notice) will be withheld from each commission paid, for the **Errors and Omissions Insurance** premium.
- ◆ In consideration of the foregoing, Contractor will make a yearly membership fee of \$250 beginning on year #2 due on the original sign on date. Plan #7 has NO monthly fees or transaction fees ONLY the 80/20 Split on every Transaction done. If contractor elects to cancel this agreement and/or change brokers, membership fees are non-refundable. If Broker elects to cancel this agreement per the provisions of paragraph 12 and/or 15, membership fees are still non-refundable. All Leases done are subject to a 10% transaction fee with a cap of \$250.00 total.
- ◆ **Profit Share/Recruiting Incentive:** On all plans contractor to receive one \$250 transaction Credit or \$100 Cash by referring a licensed agent that e-Executive hires on as an agent or broker/associate (see paragraph 18).

**PLAN # 8:**

- ◆ For **The Yearly Fee Only Plan**, a fee of \$0.00 will be withheld by and paid to Broker for **each transaction**. In addition, a sum (currently \$64.00—Subject to change without notice) will be withheld from each commission paid, for the Errors and Omissions Insurance premium.
- ◆ In consideration of the foregoing, Contractor will pay NO monthly fee.
- ◆ **There is a Yearly membership/Start-up fee of \$2999.00/and an annual due on that same date the following Year** (Subject to change without notice). **If contractor elects to cancel this agreement and/or change brokers, membership fees are non-refundable. If Broker elects to cancel this agreement per the provisions of paragraph 12 and/or 15, membership fees are still non-refundable.**
- ◆ Contractor may elect to change programs with written notice to Broker 10 days prior to their one year anniversary date. The change will be come effective on their anniversary date, following the written notice to the Broker. Contractor may make this election only one time every twelve months on this plan.
- ◆ **Profit Share/Recruiting Incentive:** On all plans contractor to receive one \$250 transaction Credit or \$100 Cash by referring a licensed agent that e-Executive hires on as an agent or broker/associate (see paragraph 18).

**PLAN # 9:**

- ◆ For **The ERAIL (e-Executive Realty Academic Institute LLC) Plan**, a 50% commission split will apply to the first 3 sales and the first 3 Listings and thereafter only a transaction fee of \$250.00 will be withheld by and paid to Broker for **each transaction**. In addition, a sum (currently \$64.00—Subject to change without notice) will be withheld from each commission paid, for the Errors and Omissions Insurance premium.
- ◆ In consideration of the foregoing, Contractor will pay Broker a monthly fee of \$79.00 in advance and thereafter by automatic bank draft or credit card draft.
- ◆ **There is a Yearly membership/Start-up fee of \$250.00/vr** (Subject to change without notice). **If contractor elects to cancel this agreement and/or change brokers, membership fees are non-refundable. If Broker elects to cancel this agreement per the provisions of paragraph 12 and/or 15, membership fees are still non-refundable.**
- ◆ Contractor may elect to change programs with written notice to Broker 10 days prior to their one year anniversary date. The change will be come effective on their anniversary date, following the written notice to the Broker. Contractor may make this election only one time every twelve months on this plan.
- ◆ **Profit Share/Recruiting Incentive:** On all plans contractor to receive one \$250 transaction Credit or \$100 Cash by referring a licensed agent that e-Executive hires on as an agent or broker/associate (see paragraph 18).

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**PLAN # 10:**

- ◆ For **The Health, Dental, Vision Plan**, a fee of **\$250.00** will be withheld by and paid to Broker for **each transaction**. In addition, a sum (currently \$64.00—Subject to change without notice) will be withheld from each commission paid, for the Errors and Omissions Insurance premium.
- ◆ Become an employee of our current payroll service (currently ADP) working as an Independent Contractor for e-Executive Realty and be making an additional \$744.00 per month to be offset by your monthly fee in the next paragraph. **Health Insurance will be provided for you by the company on this plan.**
- ◆ In consideration of the foregoing, Contractor will pay Broker a monthly fee of \$1263.00 in advance and thereafter by automatic bank draft or credit card draft. (This is paying \$79/mo to e-Executive for the monthly fee only plan **w/no transaction fees**, \$90/mo. To Paychex for withholding service, \$312 to \_\_\_\_\_ for Health insurance plan being provided by the Company, \$15/mo. for additional Administration costs of this plan =**Approximately Costing you \$496/mo. Total actual cost.**)
- ◆ **There is a Yearly membership/Start-up fee of \$250.00/vr (Subject to change without notice). If contractor elects to cancel this agreement and/or change brokers, membership fees are non-refundable. If Broker elects to cancel this agreement per the provisions of paragraph 12 and/or 15, membership fees are still non-refundable.**
- ◆ Contractor may elect to change programs with written notice to Broker 10 days prior to their one year anniversary date. The change will be come effective on their anniversary date, following the written notice to the Broker. Contractor may make this election only one time every **twelve** months on this plan.
- ◆ **Profit Share/Recruiting Incentive:** On all plans contractor to receive **one \$250 transaction Credit or \$100 Cash by referring a licensed agent that e-Executive hires on as an agent or broker/associate (see paragraph 18).**

**PLAN # 11:**

**The Recruiter Plan** is a combination plan with a second choice of our plans 1-4 (**Default Plan \_\_\_\_\_**) acting as a default should an agent not meet quota requirements for plan 11. The recruiter plan allows an agent to offset ALL FEES (accept E&O) with referral agents that sign up with e-Executive Realty. Any applicable fees from the agents choice of default plan, will apply unless the agent meets referral quota requirements. As is true with plans 1-13, each agent referred and hired on pays the referring agent \$100 in cash or \$250 in credit. However, with plan 11, once 2 agents have been referred and hired on in any given month, the agent is then eligible for unlimited transactions for the remainder of that month and/or retroactively for that month. Agents on this plan may be reimbursed for sign up/yearly fees associated with their default plan if applicable by simply referring just one agent per year to offset the fee!

- ◆ For **The Recruiter Plan**, a fee of **\$0.00** will be withheld by and paid to Broker for **each transaction**. However, a sum (currently \$64.00—Subject to change without notice) will be withheld from each commission paid, for the Errors and Omissions Insurance premium.
- ◆ In consideration of the foregoing, Contractor will pay Broker a monthly fee of **\$00.00** in advance and thereafter by automatic bank draft or credit card draft.
- ◆ **There is a Yearly membership/Start-up fee of \$0.00/vr (Subject to change without notice). If contractor elects to cancel this agreement and/or change brokers, membership fees are non-refundable. If Broker elects to cancel this agreement per the provisions of paragraph 12 and/or 15, membership fees are still non-refundable.**
- ◆ Contractor may elect to change programs with written notice to Broker 10 days prior to the plans anniversary date. The change will become effective on the anniversary date, following the written notice to the Broker.
- ◆ **Contractor will be required to refer (1) one agent per month that sign on with e-Executive realty or be responsible for all fees applicable to their default plan.**
- ◆ **Flip Card distribution:** Agents on plan 11 agree to leave e-Executive Recruiting Flip cards in all listings that they enter. Agents will be permitted to order their own flip cards that have their personal information appear on the front or they may just write their names on the backside of the Brokers flip cards. (Flip card order form attached)

**PLAN # 12:**

- ◆ **Six month Jump-Start Plan:** This is Plan I with the monthly fees waived for six months.
- ◆ In consideration of the foregoing, Contractor agrees to sign a (3) year contract with the Broker and agrees to pay the full three years worth of fees regardless of Real Estate activity. If contractor were to leave e-Executive before the 3 years are up, the contractor still owes the total amount due and it immediately becomes accelerated and collectable by any means necessary.
- ◆ There is a start-up/membership fee for jump start members of \$350/yr (Subject to change without notice).
- ◆ There is a start-up/membership fee for jump start members of \$350/yr (Subject to change without notice).

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**PLAN # 13:**

- ◆ **The LEADS Plan:** This Plan includes LEADS provided! In consideration of the foregoing, Contractor will pay Broker 30% of all commissions with the monthly fee of \$79 per month.
- A transaction fee of **\$250** will be withheld by and paid to Broker for **each transaction**. In addition, a sum (\$64—Subject to change without notice) will be withheld from each commission paid, for the Errors and Omissions Insurance premium.
- Contractor may elect to change programs with written notice to Broker 10 days prior to their one year anniversary date. The change will be come effective on their anniversary date, following the written notice to the Broker. Contractor may make this election only one time every **twelve** months on this plan.
- **Profit Share/Recruiting Incentive:** On all plans contractor to receive one \$250 transaction Credit or \$100 Cash by referring a licensed agent that e-Executive hires on as an agent or broker/associate (see paragraph 18).

**PLAN # 14:**

- ◆ For **Any Competitor Plan**, agent will be allowed to present any competitor’s written, advertised plan to become their plan. E-Executive reserves the right to determine who is considered a competitor and also reserves the right to refuse any competitor’s plan that is deemed inequitable for e-Executive Realty to adopt. A fee of \$\_\_\_\_\_ will be withheld by and paid to Broker for **each transaction**. In addition, a sum (\$\_\_\_\_\_—Subject to change without notice) will be withheld from each commission paid, for the Errors and Omissions Insurance premium.
- ◆ There is a start-up/membership fee of \$\_\_\_\_\_/yr (Subject to change without notice).
- ◆ There is a monthly fee of \$\_\_\_\_\_/yr (Subject to change without notice).

**PLAN # 15:**

- ◆ For **The Team/Group Plan**, agent will be allowed to select any plan offered 1-14 for the team leader and all subsequent agent that they hire. They will be allowed to decide what splits they propose to have with their agents are only required to provide e-Executive with an addendum to this agreement spelling out such agreements.
- A fee of \$\_\_\_\_\_ will be withheld by and paid to Broker for **each transaction**. In addition, a sum (\$\_\_\_\_\_—Subject to change without notice) will be withheld from each commission paid, for the Errors and Omissions Insurance premium.
- ◆ There is a start-up/membership fee of \$\_\_\_\_\_/yr (Subject to change without notice).
- ◆ There is a monthly fee of \$\_\_\_\_\_/yr (Subject to change without notice).

*The undersigned agree to the terms and conditions set forth above and acknowledge receipt of a copy hereof. (All pages of contract must be initialed or signed by Contractor to bind the Contractor.)*

Contractor: Signature \_\_\_\_\_

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

Printed \_\_\_\_\_

Broker: Signature \_\_\_\_\_

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

Printed \_\_\_\_\_

\_\_\_\_\_Initials