



## AGREEMENT BETWEEN LICENSEE, GEORGIA BROKER AND OUT-OF-STATE BROKER



2021 Printing

This AGREEMENT ("Agreement") is entered into pursuant to Georgia Real Estate Commission Rule 520-1-.05 (2), this date of \_\_\_\_\_, by and between \_\_\_\_\_ Salesperson, or Associate Broker, or Community Association Manager (hereinafter "Licensee"), and \_\_\_\_\_ (hereinafter "Georgia Broker") and \_\_\_\_\_ (hereinafter "Out-of-State Broker") for the purpose of permitting Licensee to conduct certain brokerage activities in connection with the selling or leasing of property located in Georgia and the State of \_\_\_\_\_.

1. **Scope of Engagement.** Georgia Broker hereby grants permission for Licensee to affiliate with Out-of-State Broker. Out-of-State Broker hereby grants permission for licensee to affiliate with Georgia Broker.
2. **Licensed status.** Licensee warrants that he/she is duly licensed with the Georgia Real Estate Commission and the licensing authority of the Out-of-State broker as a Salesperson, Associate Broker, and/or Community Association Manager. Georgia Broker warrants that he/she is duly licensed with the Georgia Real Estate Commission as a real estate broker. Out-of-State Broker warrants that Out-of-State Broker is duly licensed in the Out-of-State Broker's state of residence as a real estate broker. Licensee shall promptly provide Georgia Broker and Out-of-State Broker with sufficient evidence of the active status of Licensee's license upon notice and a request for same from either Broker.
3. **State Law.** The parties warrant that the laws of the State of Georgia and the laws in the State of the Out-of-State Broker allow active affiliation by Licensee with Brokers in both States simultaneously.
4. **Duties to Out-of-State Broker.**
  - A. **Duties:** Licensee is permitted to perform real estate brokerage activity consistent with the type of license held in the State of the Out-of-State Broker. Licensee's duties to the broker shall be the duties required of a licensee affiliated with a broker under the laws of the State of the Out-of-State Broker. Licensee shall not undertake brokerage activity for any property located in the State of the Out-of-State Broker, except on behalf of the Out-of-State Broker.
  - B. **Disclosure Statement:** Any advertising, contracts, agreements, or offers on property located in the State of the Out-of-State Broker shall clearly identify the Out-of-State Broker.
  - C. **Trust funds:** Any trust funds coming into possession of Licensee on property located in the State of the Out-of-State Broker shall promptly be delivered to the Out-of-State Broker.
  - D. **Closing:** Licensee shall as soon as practically possible notify the Out-of-State Broker of the time, date, and location of the closing (and any changes thereto) of any transaction involving property located in the State of the Out-of-State Broker.
5. **Duties to Georgia Broker.**
  - A. **Duties:** Licensee is permitted to perform real estate brokerage activity consistent with the type of license held in the State of Georgia. Licensee's duties to the broker shall be the duties required of a licensee to a broker under the laws of the State of Georgia. Licensee shall not undertake brokerage activity for any property located in Georgia except on behalf of the Georgia Broker.
  - B. **Disclosure Statement:** Any advertising, contracts, agreements, or offers on property located in the State of Georgia shall clearly identify the Georgia Broker.
  - C. **Trust funds:** Any trust funds coming into possession of Licensee on property located in the State of Georgia shall promptly be delivered to the Georgia Broker.
  - D. **Closing:** Licensee shall as soon as practically possible notify the Georgia Broker of the time, date, and location of the closing (and any changes thereto) of any transaction involving property located in Georgia.
6. **Termination.** During the term of this Agreement, if Licensee's real estate license in either state shall either lapse, become inactive, or Licensee transfers to a different broker this Agreement shall automatically terminate, and Licensee shall promptly provide written notice to both Brokers. During the term of this Agreement, if Georgia Broker's real estate license shall either lapse or become inactive, this Agreement shall automatically terminate and Georgia Broker shall promptly provide written notice to Licensee and Out-of-State Broker. During the term of this Agreement, if Out-of-State Broker's real estate license shall either lapse or become inactive, this Agreement shall automatically terminate and Out-of-State Broker shall promptly provide written notice to Licensee and Georgia Broker. Licensee, Georgia Broker and Out-of-State Broker may mutually agree in writing to terminate this Agreement at anytime.
7. **Entire Agreement.** This Agreement represents the entire Agreement between the Georgia Broker, the Out-of-State Broker and the Licensee. No representation or inducement not contained herein shall be binding upon the parties. Notwithstanding the above, this Agreement is not intended to supercede or extinguish any agreement between any two of the above referenced parties including without limitation any Independent Contractor Agreement between Licensee and Georgia Broker or between Licensee and Out-of-State Broker.

8. **Governing Law.** This Agreement may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Georgia.
9. **Indemnification.** Licensee shall indemnify and hold Broker harmless from and against any and all claims, causes of action, lawsuits, damages, liabilities, fines, costs, expenses and deductibles (hereinafter collectively referred to as "Claims") arising out of or related to any violation of this Agreement by Licensee, or Licensee's negligent acts, intentional acts of wrongdoing, or acts outside the scope of Licensee's authority or responsibilities hereunder, but only to the extent that there is not a policy of insurance which actually pays the Claim or reimburses the costs thereof to Broker. This indemnification obligation shall specifically survive the termination of this Agreement.

**SPECIAL STIPULATIONS:** The following Special Stipulations, if conflicting with any preceding paragraph, shall control:

☐ **Additional Special Stipulations are attached.**

IN WITNESS WHEREOF, the undersigned do hereby set their hands and seals to this Agreement, this date of \_\_\_\_\_.

Georgia Broker: \_\_\_\_\_

Out-of-State Broker: \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

License Number: \_\_\_\_\_

License Number: \_\_\_\_\_

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

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

\_\_\_\_\_  
REALTOR® Membership

\_\_\_\_\_  
REALTOR® Membership

Licensee: \_\_\_\_\_

By \_\_\_\_\_

Georgia License Number: \_\_\_\_\_

Out-of-State License Number: \_\_\_\_\_

Phone# \_\_\_\_\_

FAX# \_\_\_\_\_

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

\_\_\_\_\_  
REALTOR® Membership



## **FAMILY VALUE REALTY, LLC INDEPENDENT CONTRACTOR AGREEMENT**

(Between Georgia Residential Broker and Georgia Licensee)

This Independent Contractor Agreement ("Agreement"), "dated [REDACTED] is made between Family Value Realty, LLC, ("FVR"), ("Broker") and your name: [REDACTED] ("Licensee"). In consideration of the covenants and representations contained in this Agreement, Broker and Licensee agree as follows:

**1. BROKER:** Is duly licensed in Georgia, under the name Family Value Realty, LLC. License # H-67145. Broker will keep all licenses current during the term of this Agreement.

**2. LICENSEE:** Licensee represents that he or she is duly licensed by the State of Georgia as a real estate broker, broker associate or salesperson, and has not used any other names within the past five years, except [REDACTED]. Licensee shall keep his/her real estate license current and active during the terms of this Agreement, including satisfying all applicable continuing education and provisional license requirements for the state in which they are licensed in.

### **3. BROKER AND LICENSEE RELATIONSHIP:**

3.1. Broker and licensee are independent contracting parties and this agreement does not constitute an employment agreement by either party and shall not be construed as a partnership and Broker shall not be liable for any obligation, injury, disability or liability incurred by licensee.

3.2. Licensee assumes and agrees to perform no other activities in association with Broker, except to solicit and obtain listings and sales of property for the parties mutual benefit, and to do so in accordance with law and with the ethical and professional standards as required so that licensee commits no act of any type for which the Real Estate Commission of the State of Georgia is authorized to suspend or to revoke a license.

3.3. Broker shall not limit licensee's activities to geographical areas, manner in which services are to be performed, with regard to hours, schedule, inventory, vacation or similar activities, except to the extent required by all applicable laws, policies, and procedures.

3.4. All listings of property, and all agreements, acts or actions for performance of licensed acts, which are taken or performed in connection with this Agreement, shall be taken and performed in the name of Broker. Licensee agrees and does hereby contribute all right and title to such listings to Broker for the benefit and use of Broker, licensee and other licensees of Broker. Licensee agrees to provide Broker a complete copy package of each closed transaction with all necessary documents. Upon termination of licensee, as long as licensee is in good standing with Broker and has no open closings, licensee may take their listings with them.

3.5. Licensee shall have no authority to bind Broker by any promises or representations and Broker shall not be liable for any obligation or liability incurred by licensee unless Broker specifically authorized it in writing.



3.6. Licensee is an Independent Contractor for tax purposes and will be responsible for all tax issues at the end of each calendar year. FVR will not issue an IRS 1099 NEC to licensee unless FVR physically pays you out of our company bank account(s) or we were issued a 1099 NEC on your behalf. However, in some cases, if we cannot get you paid from the closing table on a transaction (normally we can), and we must pay you from our account(s), we will issue you a 1099 NEC at the end of the year. FVR does not withhold taxes or Social Security from Licensee's compensation. Payment of taxes and Social Security contributions are Licensee's responsibility. Licensee is considered an independent contractor and company does not provide a workplace or unemployment insurance.

**4. BUSINESS EXPENSES:** Broker shall not be liable to licensee for any expenses incurred by licensee or for any of its acts. Licensee agrees to provide and pay for all necessary professional licenses and dues. Licensee understands and agrees that Broker shall not pay for any office(s), place of business, supplies, advertisements, marketing materials and that licensee is responsible for conducting business at its own costs, if any. Broker shall not be liable to reimburse licensee for any expenses unless specifically agreed to in writing.

**5. LICENSED ACTIVITY:** Licensee shall be familiar with, and comply with all applicable laws, policies, and procedures, including, but not limited to anti-discrimination laws and restrictions against the giving or accepting a fee, or other things of value, for the referral of business to title companies, escrow companies, home inspection companies, pest control companies and other settlement service providers pursuant to the state in which they are licensed in & the Real Estate Settlement Procedures Acts (RESPA).

## **6. COMPENSATION / COMMISSION:**

6.1 For the purposes of this Agreement, the term "commission" shall include all fees, bonuses, and other valuable consideration paid or given in connection with the following: (a) performance of real estate brokerage services (as defined by O.C.G.A. § 43-40-1(2)); and (b) the performance by Licensee of any permitted real estate settlement service (as that term is defined by federal law). The division and distribution of earned commission shall be in accordance with the published commission schedule of the Broker. The commission schedule under which licensee is to be paid as stated in section 6.2 of this agreement. The published commission schedule is subject to change by the Broker upon fifteen (15) days written notice to Licensee.

Commissions are earned when Broker has received payment in certified or collected funds. Licensee may use its own discretion regarding what commission fee to charge its clients for these services. In no event shall Broker be personally liable to licensee for licensee's share of commissions not collected, nor shall licensee be entitled to any advance or payment from Broker upon future commissions, licensee's only remuneration being a licensee's share of the commission paid by the party or parties for whom the service was performed. Nor shall licensee be personally liable to Broker for any commission not collected. Licensee shall be responsible for any previously earned sales commission reimbursement, rebate, or refund that may be ordered by a Court of Law or by a professional Arbitration or Mediation Panel, for any reason.

6.2. Commission Schedule / Programs: Any deal where licensee has 2 sides of a single transaction is counted as 2 separate transactions. It is normally considered "Dual Agency" however, one side of the transaction MUST be under a customer agreement as "Dual Agency" is not allowed under this



agreement. FVR will collect fees for 2 transactions based on the appropriate commission plan the licensee has chosen. FVR will earn a fee on ANY transaction you are part of as long as your license is held under our brokerage, regardless if a property is listed in the MLS, your own personal property or not. You are allowed one free transaction on your primary residence per year. FMLS fees still apply.

- A. We have two commission plans, 80% Agent – 20% Broker, or 100% commission with a \$300 Brokerage Transaction Fee. These commission plans are per side the agent is a party of. This includes any sale transactions, primary, referrals, rentals, leases or standard commercial deals.
- B. FMLS fees of .0012, if applicable for Georgia Agents only, will come from the agent's commission prior to issuing disbursement.

6.3. At no time is a licensee with FVR to request, receive, ask or authorize any closing company to release a commission check on a transaction they may be involved in. A licensee will not be paid for a closed transaction until their file is completed and certified by our broker or manager. Signing commission instructions or unauthorized release of a commission check is grounds for termination.

6.4. Commissions on rentals, leases, referrals or commercial - You can never accept rental / lease payments or deposits. Any payment(s) shall go directly to the owner, property management or closer. Also, never accept any type of compensation in regard to a rental or lease transaction (or any transaction period). The commission must be paid to the licensee through FVR unless we have made prior arrangements. Any transaction shall be reported to FVR within 48 hours. Any commissions to be paid to a licensee will be paid once all the appropriate documents are uploaded into our transaction management system for that transaction and certified by the broker or manager, or other arrangements are made. Referral fees shall only be paid to the Broker of any state licensed salesperson / broker in accordance with a written agreement between salespersons / broker, approved by FVR broker prior to the close of any deals. A social security number of the referring broker or EIN number is required, along with a signature of the referring broker, in order to process the referral fee. The fee to FVR on any referral, rental or lease is the same as your normal commission structure

6.5. Commission payment delays & HUD homes- If a particular closing company or attorney will not honor our commission disbursement agreement (CDA), HUD will not, then you could potentially experience a delay of up to a week or more in receiving your check, while we wait to receive and process the check and for the funds to clear our bank. In the event this happens, the choices available to you, once funds have cleared, is to "quick pay" you from our bank, or to wire you the funds which will be subjected to a small wire service charge. Again, a licensee will NOT be paid on a closed transaction until their file is completed in our Remine system and certified by our broker or manager. Furthermore, regarding HUD home commissions, we reserve the right to charge an admin fee of up to \$150 for each closed HUD transaction. We rarely charge it, but we reserve the right to do so.

**7. SIGN UP & MONTHLY PAYMENTS:** FVR charges a one-time admin fee of \$50. Our plans are \$25/month for the 80/20 plan and \$59/month for the 100% plan. Licensee must have completed a minimum 5 transactions in order to enroll in the 100% plan. Your choice of fees are to be paid at signup as you esign this document, via our website at [www.thinkfvr.com/payment](http://www.thinkfvr.com/payment) or through an invoice.

**\*\*\*On the \$25/month plan, up to 12 months of your payments will be reimbursed on your 1<sup>st</sup> transaction. Example: 6 months in you close a deal, we will reimburse you \$150 when issuing your portion of the commission.\*\*\***



**8. COMPENSATION UPON HIRE OR AFTER TERMINATION:** Licensee shall be entitled to compensation on transaction(s) that occurred prior to the date of termination and for which licensee has not yet been paid, so long as licensee is not in default of any provision of this agreement. Licensee authorizes Broker to deduct from any commissions due at termination of this Agreement, any and all financial obligations owed to Broker that are imposed by terms of this Agreement. Furthermore, in the event licensee leaves and has transaction(s) pending that require further work normally rendered by the licensee, Broker shall make arrangements within the company to perform the required work. The Broker or licensee assigned, shall be compensated for completing the pending transaction(s) and such compensation shall be deducted from the terminated licensee's share of any commission. Any transaction(s) already in closing and brought over to FVR upon hire, or released from FVR upon termination are subject to an additional 10% charge of gross commissions earned by the licensee who is hiring on or terminating.

**9. AGENT RECRUITMENT REFERRAL PROGRAM:** NO AGENT REFERRAL PROGRAM IS CURRENTLY IN PLACE.

**10. TRANSACTION MANAGEMENT & ACTIVITY REPORTING:** Licensee shall report all of his/her real estate activities to their Broker/Broker In Charge (BIC) within 48 hours of their occurrence. Real estate activities include listing agreements, newly opened escrows/closings (accepted purchase agreements), cancelled and expired agreements, renewed agreements, referral fee agreements and/or any other business contract or arrangement involving a licensee and his/her client. Any licensee who does not follow our closing procedures and closes a transaction without FVR first creating the transaction in Remine, or closes a deal with less than 50% of the required documents in the file, will be charged a \$500 fee per occurrence. This fee will be deducted from the most recent deal closed, or if need be, the next future deal(s).

**11. DOCUMENTS AND FILES:** All files and documents pertaining to listings, leads and transactions are the property of Broker and shall be delivered to Broker by licensee according to the manner and term indicated in Broker's Office Policy and Procedure Manual.

**12. BUSINESS CARDS & REAL ESTATE OR MAGNETIC CAR SIGNS:** Agents are solely responsible for their own marketing cost. This includes business cards, flyers, mailers, Real Estate signs, magnetic car signs...etc.

**13. AUTOMOBILE INSURANCE:** Licensee shall maintain automobile insurance coverage for liability and property damage, at a minimum, equal to or above the amounts that their state requires. Broker shall be held harmless against any claims or demands resulting from any automobile accident of licensee or as a result of licensee's default in this paragraph.

**14. EARNEST MONEY DEPOSITS:** Licensee acknowledges and understands that Broker does not maintain a trust fund account and that any earnest money deposits shall NEVER ever be touched by licensee. Licensee should notify their client(s) immediately to arrange for any earnest money deposits needing to be delivered and submitted and then it should be reported to the broker. Licensee shall not ever receive ANY funds from clients nor receive ANY cash or other types of payments from clients.  
Initial Here



**15. WIRE FRAUD ADVISORY:** Do not allow any attorney, title or escrow company to send, email or fax you wiring instructions to forward to your clients, for any potential closing. Those secured instructions **MUST** be sent directly to your client(s) from the attorney, title or escrow company. Initial Here       

**16. BUSINESS NAMES AND LOGOS:** While affiliated with FVR, licensee shall use Brokerage's name, Family Value Realty, LLC, and distinctive logo on signage, stationary, websites, and/or any other marketing materials unless otherwise agreed to. Licensee agrees that FVR retains exclusive rights to these trademark logos and graphics, and licensee agrees to discontinue the use of any trademark logo and graphics immediately upon termination from FVR.

**17. ADVERTISING AND SOLICITATIONS:** All advertising done by licensee needs to receive prior written approval of Broker. NO TELEPHONE SOLICITATION IS ALLOWED by licensee to people who have registered their telephone numbers on a national do-not-call registry. Broker is not liable or responsible for any advertising done by licensee on its behalf and licensee agrees to hold Broker harmless of any costs, damages, legal or otherwise, specifically arising as a result of licensee's failure to comply with this. Initials       

**18. LIABILITY AND HOLD HARMLESS:** In addition to all other legal or equitable remedies of Broker, licensee shall indemnify and hold Broker and its owner(s), managers, affiliates, shareholders, directors, officers, agents, employees, successors, and assigns harmless from and against and shall reimburse the same with respect to any and all losses, damages, demands, claims, liabilities, costs, and expenses, including reasonable attorney fees (collective "Losses"), incurred by reason of or arising out of or in connection with any fraud or misrepresentation of licensee, including, but not limited to, licensee's misrepresentation of its relationship with Broker to any third party or any action by licensee taken or omitted pursuant to this Agreement. Any such claims or costs payable pursuant to this Agreement are due to be paid in full by licensee, who hereby agrees to indemnify and hold harmless Broker or manager for all such sums. Initials       

**19. INJURIES TO LICENSEE:** Licensee acknowledges and agrees that Broker does not provide worker's compensation insurance for licensee as the licensee is an independent contractor. It is licensee's obligation to obtain appropriate insurance coverage for the benefit of licensee and its employees, if any, for any injuries. Licensee and its employees waive any rights to recovery from Broker for any injuries that licensee and/or its employees may sustain while performing services under this Agreement. Initials       

**20. LICENSEE'S EMPLOYEES:** Licensee's employees, if any, who perform services for Broker under this Agreement shall also be bound by the provision of this Agreement. Licensee's responsibilities include advising its employees of the terms of this Agreement and supervising their activities to ensure their compliance with all its terms. At the request of Broker, licensee shall provide evidence that such persons are licensee's employees and are bound by the provisions of this Agreement.

**21. WORKING PLACE:** Broker does not provide an office space for the licensee. Licensee may work from home, personal office, vehicle or any other places of licensee's choice. However, licensee is responsible to store all transaction documents in a safe place with a lock and be able to present them at the Broker's request within 24 hours. Licensee shall be accessible by phone, fax, e-mail or postal mail, and respond to voicemails, text messages or emails within a reasonable time frame.





**22. ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties and there are no promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

**23. APPLICABLE LAW:** This Agreement is entered into the state in which the licensee is licensed, and shall be governed by the laws of that State. Any lawsuit filed which arises out of or relates to this Agreement must be filed in the state in which licensee is licensed.

**24. TERMINATION OF AGREEMENT:** This Agreement may be terminated by either party, any time, with or without cause. Even after termination, this Agreement shall govern all disputes and claims between Broker and licensee connected with their relationship under this Agreement, including obligations and liabilities arising from existing and completed listings, transactions, and services. If Licensee terminates for any reason, Licensee must notify their Broker, support staff or management via text, email or phone call, of said termination.

**25. DISPUTE RESOLUTION:** Mediation is recommended as a method of resolving disputes arising out of this Agreement between Broker and licensee. Arbitration: All disputes or claims between licensee and other licensee(s) associated with Broker or manager, or between licensee and Broker or manager, arising from or connected in any way with this Agreement, which cannot be adjusted between the parties involved, arbitration shall be pursuant to the rules of law in the state in which the licensee is licensed in. The Federal Arbitration Act, Title 9, U.S. Code, Section 1, et seq., shall govern this agreement.

**26. LICENSEE AGREES AND UNDERSTANDS THAT:** FVR has an Office Policy and Procedure Manual which contains important information about the Company's general office policies. Licensee is expected to read, understand, and adhere to FVR's office policies. The Company may, in its sole and absolute discretion, change any policies, benefits, or practices in the manual, with or without prior notice. The Office Policy and Procedure Manual contains Broker's Policy against Harassment. Licensee agrees to comply with all aspects of the policy against sexual harassment and other forms of harassment.

**27. TEAM NAMES AND DBA's:** Licensees are free to form teams to conduct business, or use a team name in their business. However, any team name that is used in ANY type of marketing must be approved by the state of Georgia real estate commission in which they are licensed in, and their broker. Team names, nicknames, DBA's, names not approved by your state real estate commission, or names that confuse the general public to whom the actual broker is, are prohibited.







# **Office Policy and Procedure Manual**

## **Introduction:**

Broker: Is duly licensed in the state of Georgia, under the name Family Value Realty, LLC ("FVR") ("BROKER"). Broker will keep all license(s) current during the term of this Agreement.

Family Value Realty, LLC (FVR) is a full-service real estate brokerage with its corporate office located at 3101 Cobb Parkway, Suite 124, Atlanta, GA 30339. We are committed to the very highest level of professionalism to our local and national clients. Our main goal is to have 100% customer satisfaction. This Policy and Procedure Manual is a reference guide on how to conduct business on a day to day basis. This is only a guide; Associate Licensee (agent) should always use their professional judgment. Associate Licensee (agent) understands they are not an employee of Family Value Realty, LLC, but an independent contractor. Licensee is under the direction of the broker or manager as the results of the work, but not by the methods by which such results are accomplished and will execute an Independent Contractors Agreement that defines this relationship in detail.

## **Philosophy of Our Company:**

This office is committed to providing the highest quality service to our clients and the professionals with whom we work. It is the policy of this company to conduct ourselves at all times in the highest ethical, professional and competent manner when dealing with our clients, associates and the professionals of this company, other companies, other professionals and members of the general public. Achieving a reputation for service and excellence above and beyond the standards of our competition is something we always strive for. Achieving that reputation comes from a dedication to consistent service, focused agency activities and ethical business practices.

## **Office Policy and Procedure Manual:**

The general purpose of this office policy and procedure manual is to establish a uniform system of daily conduct by and between us when dealing with each other, our clients, associates and employees of this company, other companies, other professionals and members of the public. We provide you with policies and guidelines to help better your quality of service to clients and avoid disputes with and liability to others.

Incorporated Items:

The following items are incorporated into this manual by reference whether the items are Attached or not.

- Real Estate Law in the State of Georgia.
- The Bylaws, Rules and Regulations of the various Multiple Listing Services (MLS's) of which this company is a member.

## **Working Place:**

Broker **does not** provide an office space for the Licensee. Licensee may work from home, personal office, car or any other place of licensee's choice. However, licensee is responsible to store all transaction documents in a safe place with a lock and be able to present them at the Broker's request within 24 hours. Licensee must be accessible by phone, fax, e-mail or postal mail, and respond to voicemails within a reasonable amount of time.



### **Relationship of Licensee and Term:**

Licensee is not an employee, but rather an independent contractor who shall agree to the Independent Contractor Agreement presented. You do not have an employee employer relationship with this company. You are considered an independent contractor for all purposes. You are associated with the Company for an unspecified term on an at-will basis. Except where it is otherwise expressly agreed in writing with the company, either party may terminate their association at any time with or without cause or reason. This office maintains the absolute rights to transfer, demote, suspend and administer independent contractor discipline at any time, for any reason, if the need arises.

You are advised, however, that any violation of the following could be cause for immediate termination of your association with us.

- The policies in this manual
- The terms of any Broker/Associate licensee contract
- The Real Estate License Law
- Any conviction of any illegal act or any dishonest or unethical act

This office is committed to Equal Opportunity in the workplace and maintains a policy to employ, retain, promote, terminate, and otherwise treat all associates and job applicants on the basis of merit, qualifications, and competence.

### **Supervision:**

Licensee shall work under the supervision of their Managing Broker. Licensee assumes and agrees to perform no other activities in association with Broker, except to solicit and obtain listings and sales/rentals of property for the parties' mutual benefit, and to do so in accordance with law and with the ethical and professional standards as required so that licensee commits no act of any type for which the Real Estate Commission of any state is authorized to suspend or to revoke a license. Licensee shall be familiar with, and comply with all applicable laws, policies, and procedures, including, but not limited to anti-discrimination laws and restrictions against the giving or accepting a fee, or other things of value, for the referral of business to title companies, escrow companies, home inspection companies, pest control companies and other settlement service providers pursuant to the state in which they are licensed in & the Real Estate Settlement Procedures Acts (RESPA).

### **Licensee's Employees:**

Licensee's employees, **if any**, who perform services for the broker under this agreement shall also be bound by the provision of this agreement. A licensee's responsibilities include advising its employees of the terms of this agreement and supervising their activities to ensure their compliance with all its terms. At the request of broker, licensee shall provide evidence that such persons are licensee's employees and are bound by the provisions of this agreement.

### **Transaction Management System:**

All Licensees shall use the company approved REMINE on all real estate transactions provided on the FMLS. All transaction files shall be complete with all the necessary documents in place and certified by the broker or manager before payments of any commissions will be released to the licensee regardless if a deal has closed or not.



### **Commission Rebates, Discounts or Credits:**

Licensees with Family Value Realty, LLC are free to negotiate their commissions in accordance with real estate law in the state in which you are licensed in. FVR will not participate in any discounting of commissions that the licensee offers their buyers or sellers. All fees owed to Family Value Realty, LLC are based on the total "Gross" commissions paid on a transaction as noted in the MLS listing or a previously signed separate commission agreement, not the rebated, discounted or credited commission paid. Also, regarding commission discounts a licensee gives their clients: If you discount or offer not to take a commission, we'll base our 20% fee on 3% of the closed sales price, or 20% of the commission actually offered, whichever is greater. Under the 100% plan, only a \$300 transaction fee is charged.

### **Compensation, Fees and Commissions, See Also ICA:**

1. All commissions earned by an licensee of Family Value Realty, LLC from a transaction in which you are the listing agent, selling agent or both, and for which you are the procuring cause, will be paid directly to you from the closing company in which that transaction is currently held. You will be paid based on the 80%/20% Commission Plan minus the FMLS fee of .0012 of the sales price per side or 100% minus the \$300 Transaction fee and FMLS fee, same as in the Independent Contractor Agreement (See ICA section 6) unless a different schedule has been agreed to, in or attached to an Agent contract. All payments due you are conditioned upon review and certification of your transaction file by the broker. Family Value Realty, LLC will earn a fee on ANY transaction you are involved in as long as your license is held under our brokerage, and regardless if a property is listed in the MLS or not, or if you own it or not.
2. Any fees owed to Family Value Realty, LLC from a non "transaction" commission payment can be made via the company PayPal account or other source. Any fees that FVR may owe one of our licensee's for recruiting fees, referral fees, or any other fees will be paid to the licensee via the company PayPal account, company check or wire, at the discretion of Family Value Realty, LLC.
3. Deductions- All expenses of any kind incurred by the broker on your behalf, including fees that you have agreed to pay the broker but have not been paid, will be deducted from payments due you.
4. "Double Ending" a Deal- Any deal where licensee has 2 sides of a transaction, FVR will collect fees for 2 separate transactions based on the same commission plan you are on.
5. Transaction with multiple assessor parcel numbers (APN's)- If a transaction has multiple assessor parcel numbers (APN's), we reserve the right to charge our transaction fee based on each assessor parcel number (APN) regardless if the closer, attorney, title or escrow company put all the APN's into 1 closing for their convenience or for the convenience of the buyer's when they take title.
6. Compensation Disputes- If a dispute of any kind involving the compensation including, among other things, payment of the compensation, the amount of the compensation, or the parties entitled to the compensation, exists between or among any of the following: broker, you and another broker, a principal, or any other party involved in a transaction, the compensation will be held by the broker or manager until the dispute is resolved. You agree the broker will incur no liability for withholding payment until all disputes are fully resolved.



7. At no time is a licensee with FVR to request, receive, ask or authorize any closing company to release a commission check on a transaction you may be involved in. All transaction files shall be completed in Remine and have been certified by the manager or broker, before a licensee can be paid directly from a closing. Unauthorized release of a commission check to a licensee is grounds for immediate termination.

### **MLS Services:**

The broker is a member of the First Multiple Listing Service (FMLS) and Georgia Multiple Listing Service (GAMLS), both of which are located in Georgia. As an licensee with this office, you will automatically gain access to the FMLS for free. If you would like to join the GAMLS, you will be billed an additional \$22 a month to be paid directly to FVR. As an FMLS and/or GAMLS member, you are required to adhere to the rules and regulations of the MLS. A copy of those rules and regulations are available for download from your MLS website. If you fail to comply with those rules and regulations, or fail to pay your GAMLS bill when due, you and/or the broker may be suspended from using that service. FMLS will always remain free. You will be responsible for payment of any and all fines levied against you and/or the broker resulting from your noncompliance. Furthermore, your non-compliance could result in your termination from this company.

### **Flat Fee MLS Services:**

Licensee can perform these types of services if so desired, but licensee will be required adhere to the commission split laid out in the commission section stating 20% of 3% sales price to be paid to the brokerage. This type of transaction will be treated just like any other and licensee will be required to follow all FVR transaction management policies.

### **Tax Reporting:**

At the end of each calendar year or as soon after as possible, all licensees should provide the Internal Revenue Service accurate records of income earned and expenses incurred during the calendar year which may or may not have significant tax consequences. All agents are encouraged to keep accurate records of earnings and expenses. Licensees are also encouraged to get tax advice regarding these matters. FVR will not issue an IRS 1099 to a licensee unless we were issued one on behalf of a transaction licensee was involved in, or if we physically paid you on a transaction from one of our bank account(s).

### **Real Estate Forms:**

Georgia - All forms used for any transaction shall be either R.E. Forms or Georgia Association of Realtor® (GAR) approved. No other forms will be accepted without written consent.

Iowa – We are NOT a part of the Iowa Association of Realtor®. You will have to use the Company approved Iowa referral form until our council approves acceptable forms to use statewide. You can, however, use the Realtor® forms if provided by the buyer's agent or seller's agent as long as they are the initiating party sending the documents. Other questionable forms shall be approved by our broker / manager as needed.

### **Proprietary Information / Confidentiality:**

You agree that you will not furnish to any person, business, real estate brokerage or any other entity presently existing, or to be formed in the future, any information regarding the Broker's clients, customers, properties, prices, or terms of negotiations including the broker's policies and relationships



with clients, customers or other business relations and/or the broker's business along with the following: Any files, Maps, Books, Publications, Records, Prospect or client lists, Sales plans Programs, Materials, Manuals, Forms, Brochures, Training material, Listing, sales materials, any other material, files, records or data provided by Broker.

Any such items in your possession will be returned to the broker within 24 hours after your termination from this office. You expressly agree that all such items are the property of the broker and you will not use these materials in connection with any real estate business carried on by you, either alone or with other individuals or entities.

The broker agrees that you are entitled, at your own expense, to photocopies of any records and files in which you have a bona fide personal, legal, or economic interest; and you may access such files only for such purposes. You agree not to sell, market to, or otherwise solicit or encourage any clients of the broker, particularly sellers with whom the broker presently holds listing agreements, to terminate their relations or contracts with the broker.

### **Department of Real Estate- Licensing and Education:**

As a licensee with Family Value Realty, LLC, you are required to maintain a valid real estate license in the state of Georgia and keep it in good standing while associated with this company. If your license expires, is suspended or revoked, you may not engage in any activities on behalf of this company for which a real estate license is required. The broker may designate another company licensee to handle your prospects, listings and transactions during any time your license lapses, and allocate such reasonable compensation to that licensee for work performed. Licensee is responsible to meet the education requirements of the state in which you are licensed in. If an licensee's license status shows "expired" on the website of the state in which you are licensed in at any time, licensee's appointment will be suspended with our company until the status is back to "active" or "good standing".

### **Property Management:**

An active real estate license is required for anyone interested to pursue property management. It is an activity that very few licensees engage in. Family Value Realty, LLC does not allow property management of properties you do not own.

### **Error and Omissions Insurance:**

All real estate transactions are covered under our company E & O Policy through our insurance carrier. Licensee is responsible for any deductible with respect to E and O claims regarding transactions brokered through Family Value Realty, LLC. In general, the limits of liability are \$1.0M per claim and \$1.0M aggregate. We have never had to use this insurance, and don't plan to.

### **Automobile Insurance:**

All licensees of Family Value Realty, LLC (if you own a car) shall have current automobile insurance. You shall maintain on file with this office proof of current insurance coverage for liability and property damage in the minimum amounts that your state requires. FVR shall be held harmless against any claims or demands resulting from any automobile accident of licensee or as a result of licensee's default in this paragraph.



### **Trust Funds and Earnest Monies:**

Licensee acknowledges and understands that Broker DOES NOT maintain a trust fund account and that any earnest money deposits shall NEVER ever be touched by licensee. DO NOT touch client's checks, monies or funds. The mishandling of trust funds is the number one reason real estate agents and brokers have their licenses suspended or revoked. Under NO circumstances is a licensee to accept earnest money deposit checks, monies or funds. Licensee should notify their client(s) immediately to arrange for any earnest money deposits needing to be delivered and submitted and then it should be reported to the broker. Do not handle money in any form including check, money order, cash or otherwise, regarding good faith deposits, appraisals, home inspections, repairs, credit reports, or other service providers. Have your client deliver or send closing deposits directly to the closing company, or pay for inspections or appraisals at time of service. Give clients information needed for them to mail or drop off deposits directly to the closer within three business days after acceptance of an offer.

Initials           

### **WIRE Fraud Advisory:**

Do not allow any attorney, title or escrow company to send, email or fax you wiring instructions for you to forward to your clients, for any potential closing. These secured instructions **NEED** to be sent directly to your clients from the attorney, title or escrow company. Initials           

### **Marketing and Advertising:**

All advertising and marketing materials need receive approval from the broker or manager of FVR. All licensees shall strictly adhere to any state or federal "do not call" list regulations. Failure to do so may result in immediate termination.

### **Lockboxes and Signs:**

Georgia Agents - Licensee is responsible for ordering and purchasing all signs and lockboxes from vendors. It's best to call Supra for more details regarding lockboxes. We do have a short list of sign vendors if need be.

### **Discrimination:**

Family Value Realty, LLC does not discriminate, nor should licensee, based on race, color, religion, sex, national origin, family status, sexual orientation or disability. It is the law. All licensees are expected to assist all customers to purchase, sell or obtain financing.

### **Maintaining Files:**

Your files are a record of every event relative to your dealings with your clients on a listing or sale transaction. You shall retain copies of all listings, deposit receipts and other documents executed by you or obtained by you in connection with a real estate transaction, whether the sale is consummated or not. You shall maintain a neat and orderly file on every listing and sale on which you work. All files are property of the company and are to remain either in your possession or the company's until the file is closed and stored in Remine for no less than 3 years.

### **Litigation and Claims Handling: You are required to:**

Promptly notify your broker / manager of any claim or potential claim made against you and or the company. This includes any demand received by you for money or services alleging a negligent act or omission; any notification of the commencement of a Lawsuit, arbitration or mediation process; or any





written or verbal notice or threat that anyone intends to hold you and/or the company responsible for any alleged wrong doing. Cooperate with the company in the defense of the claim. Promptly pay to the company any amounts due here under upon notice to you from the company. This includes attorney's fees, and the cost of any settlement or a judgment (collectively the "costs of defense"), shall be allocated between the company and you in the same percentages as per your Independent Contractor Agreement or prospective transaction that led to the claim, whether or not the transaction actually closed. You will be responsible for all costs of a claim if you fail to follow any law, regulation or company policy as set forth in this policy manual, and that failure results in a judgment or other final adjudication based on that failure. You will be solely responsible, and shall reimburse the company, for all the company's costs of defense if a judgment or other final adjudication on any claim adverse to the company arises from you that establishes dishonest, fraudulent, criminal, or malicious acts, errors of omissions were committed or results in a finding of intentional tort, slander, defamation or any conduct which leads to the imposition of punitive, exemplary or multiple damages, or fines or penalties, or establishes discrimination on the basis of race, creed, religion, ethnic background, national origin, age, sex, handicap, familial status, physical disability, sexual preference, or any other unlawful classification.

### **Disputes During Closing:**

If a dispute arises during closing between buyer and seller, buyer, the cooperating broker and/or the company, which cannot be resolved by negotiations between the parties and the agent(s) involved, and the company determines that it is in the best interest of the company to resolve the matter during escrow rather than risk a potential claim or litigation after closing; then company broker has the right to negotiate a resolution of the dispute which may involve a reduction in the commission to be received, or a credit given to one of the parties. In that event, and regardless of actual company or agent liability or responsibility in the dispute, the agent(s) and the company will participate in the commission reduction or credit pro rata.

### **Sexual Harassment Policy:**

Family Value Realty, LLC disapproves of and does not tolerate Sexual harassment or harassment of any kind. All licensees shall avoid offensive or inappropriate sexual behavior and are responsible for assuring that their workplace is free from sexual harassment at all times. Family Value Realty, LLC prohibits: unwelcome sexual advances, requests for sexual acts or favors, with or without accompanying promises, threats or reciprocal favors or actions, or other verbal or physical conduct of a sexual nature which creates a hostile or offensive working environment. Complaints of sexual harassment will be promptly and carefully investigated, and all licensees are assured that they will be free from any reprisal or retaliation from filing such complaints. Any licensee who has a complaint of sexual harassment by anyone should immediately bring the complaint to the attention of the broker. Office investigations will include interviews with all relevant persons, including the complainant, the accused, and other potential witnesses. Licensees are assured that the privacy of the complainant and the person accused of sexual harassment will be kept strictly confidential. The broker will review findings with the complainant at the conclusion of the investigation. If the investigation reveals that the complaint appears to be valid, immediate and appropriate corrective action, up to an including termination will be taken to stop the harassment and prevent its recurrence. If the validity of the complaint cannot be determined, immediate and appropriate action will be taken to assure that all parties are acquainted with this sexual harassment policy and to avoid sexual harassment in the future.



### **Referrals of Vendors:**

FVR is NOT in the home inspection, escrow, title, photography or contractor business. If a licensee chooses to refer clients to providers of such services, FVR policy is for the licensee to assemble a list of at least three vendors and provide the list to the client. Under NO circumstances may a licensee accept any kind of compensation for such referrals until further notice.

### **Buying and Selling Your Own Properties:**

You can buy or sell your own properties in accordance with our E&O policy provided:

- We need complete documentation on any personal transaction you do whether it was entered into the MLS or not.
- An accredited written home inspection report was issued in connection with the transaction or a waiver was executed by the buyer.
- A home warranty was purchased by the buyer or paid for by the seller or a waiver was executed by the buyer.
- A seller's disclosure form was signed and acknowledged by the buyer prior to the close and licensee must disclose their real estate license.
- An approved state "Purchase Contract" was used in the transaction.
- A licensee of Family Value Realty, LLC was not the buyer's agent\*.
- You agree to indemnify and hold harmless the broker from any and all claims against you and/or your broker in charge or manager arising out of your personal transactions.
- The sale or purchase of your properties is treated as a normal transaction in regards to the commission plan you have chosen in the independent contractor agreement (See ICA section 6). Family Value Realty, LLC will collect the appropriate commission fee based on that plan, regardless if the home was on any MLS or not.
- We do not allow transactions which contain language referring to "purchase/lease", "rent to own", or "assignee" options in any part of any contract, counter offers, addendums etc, without prior written consent from your Broker in Charge. Commission schedule still applies to ALL transactions, including assignments.
- If you are not taking a commission on the sale of your own properties, we will base our fee owed at closing on our standard 20% of 3% of the sales price, as in accordance of section 6 of your ICA. If you buy/sell your own properties or primary residence with or without a commission offered, regardless if it was on the MLS, the above will apply as well. In summary, we earn our respective fees regardless of whether the sale or purchase was your personal property transaction.



### **Offers To Purchase:**

Remember, you shall present all offers to the listing agent, even if the property is in closing, unless the listing agent or seller has given you written instructions to the contrary. Upon receiving offers from buyers, review it thoroughly for completeness, accuracy and clarity. It's important to pay close attention to time limits set out in the offer, ESPECIALLY the time within which the seller must respond. You are encouraged to call/contact the Broker/manager for assistance. Next, you may want to call the listing agent, obtain any relevant background information about the buyer and clarify any ambiguities in the offer. Notify the listing agent promptly that you have received the offer. Then make an appointment as soon as possible to present the offer to the listing agent. Refer to the MLS Rules and Regulations for Selling Agent's right to present in person. As with all contracts, you must obtain all parties' signatures. If a party signs on behalf of another, you must have evidence of that person's authority to do so in writing. If you must present an offer missing a signature, you must disclose this fact to the seller/listing agent. Be sure to condition the offer on the obtaining of any missing signature(s). If your clients receive a counter offer, be sure the terms are clear and complete. Be sure to review it against the offer to purchase. Remember, if there is no meeting of the minds, generally, there is no contract. NOTE: You shall adhere to all time requirements stated in the purchase agreement and closing instructions unless all parties agree in writing to the contrary. Never use outdated forms.

### **Listings:**

Any listing(s) taken by an licensee shall be uploaded to Remine and a copy of the MLS "print out" supplied to FVR (if on the MLS) within 48 hours of taking the listing(s). Listing(s) are the property of the brokerage. Listings not in an open closing are only released upon termination on a case by case basis depending on particular situation of licensee and objectives of seller. Within 48 hours after notice of termination by either party, licensee shall provide broker or manager with a list of all active listing(s) taken by you, and all pending transactions in which, if completed, you will be entitled to compensation from the company in accordance with the terms of your ICA, or other written agreement.

### **Loan Modifications or Business Brokering**

We do NOT allow loan modifications or business brokering as a licensee of our company. We do not carry E&O insurance for this type of activity. Performing either of these activities will be grounds for termination from our company.

### **Short Sale Negotiating**

We allow the negotiating of short sales by a licensee of Family Value Realty, LLC only after approval is given by your manager or Broker in charge.

### **Termination:**

Your association with the company can be terminated by either party, with or without cause, at any time upon written notice given to the other party. If this agreement is terminated while you have listings or pending transactions that require further work normally rendered by you, the broker may make arrangements with another salesperson in the company to perform the required work. The licensee performing the work shall be reasonably compensated for completing the work, and such reasonable compensation shall be deducted from your share of the commission. At no time will commission plan payment refunds be given to an agent or broker associate upon termination unless otherwise agreed to in writing, in advance.





## Computer User Form # 120

Fax to (678) 904-0444 or e-mail to [newuserforms@fmls.com](mailto:newuserforms@fmls.com)

**Select One:**

- ☐ Add User      ☐ Update User  
☐ Transfer User      ☐ Delete User

FMLS login name (Please leave blank if you are a new user)

**New username and password will be sent to the office email on file**

**Select Access Level** (All access levels have search capabilities)

**If Agent**

- ☐ AG - Reports. No Add/Edit  
☐ SA - Reports w/ personal Add/Edit

**OR**

**If Office Staff**

- ☐ OM - Broker reports w/ office Add/Edit  
☐ BR - Broker reports w/ office Add/Edit  
☐ Co - Access reports across branches

**Member Information** (Information of member to be added, updated, transferred or deleted)

First name

Last name

Real Estate License Number

Agent phone

Agent fax

Agent cell

E-mail address (Required)

Web site

2nd E-mail address

**In order to stay active users must log into Matrix every two months**

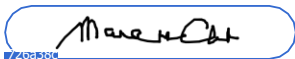
**Company Information**

FAMV01

Broker code

FAMILY VALUE REALTY, LLC

Company name



Broker Signature or his/her Designee

MARCUS CLARK

Form submitted by

678-460-7571

Contact number