



10000 W. Charleston, Ste. 130 Las Vegas Nevada 89135

Independent Contractor Agreement and Policy Manual

Associate name: _____

Associate email: _____

(PLEASE print clearly)

Associate current home address:

_____ **Zip:** _____

Associate phone: _____

We are a limited services real estate company, sometimes referred to as a license hanging company. The **real estate services which our associates may engage** in are as follows:

1. Associates may represent buyers at a new home community.
2. Associates may refer resale buyers to active agents.
3. Associates may refer listings to active agents.

Associates are not allowed to engage in the following activities:

1. Any type of listing .
2. Any buyer or tenant representation other than in the sale of a new home community.
3. Property management of any type except for their own personal property.
4. Any other type of real estate activity

Commission Splits: All referral fees and earned commissions from the sale of a new home will be paid to associate on a 90/10 basis. The associate shall be paid 90% of the gross commission and the company shall retain 10% of the gross commission.

Legal fund and E & O: In addition to the split, the associate shall also contribute \$100 towards the E & O fund on new home sales only, NOT on incoming referral checks. In the event associate is involved in any litigation which involves the company, associate is 100% responsible for payment of deductible. (up to \$10,000.)

Legal and ethical responsibility: All associates shall adhere to all the laws, principles and practices as defined in NRS 645 and NAC 645. Associates who are engaging in the practice of real estate are responsible to stay up to date on changes in the laws of Nevada affecting real estate. **Associates are responsible for their license renewal with the state and their continuing education requirements.**

Advertising: Associate shall submit to Broker for written approval of all contemplated advertising or marketing/promotional materials prior to any distribution. This includes all digital media.

X _____
Initials

Automobile: If Associate is or will be selling new homes, they must furnish their own automobile and pay all related expenses and maintain liability and property damage insurance within minimum coverage amount of \$300,000. Broker shall be named as an additional insured in Associate's auto insurance policy and shall be notified in the event of cancellation. Associate agrees to indemnify and hold Broker harmless from all liability, including attorney's fees. With no such policy addendum, associate must meet the client at the community and never transport potential client in their vehicle.

Education and training: The Company will make training and education, including some live CE classes, available. The Training and CE classes are available through our Sister Company, KWMP.

State and/or City Taxes or License Fees: Associates are personally responsible for paying any City and State assessed license fees or taxes related to their real estate license.

Transfer Fee: There is currently a transfer fee of \$20.00 payable to the real estate division.

Payment of Commissions: All referral fees and commissions shall be paid within three business days after a complete file and check have been received, 10 days for out of state checks. All Associates must be current on their fees in order to be paid or said fee will be deducted from commissions.

Annual fee: The annual fee for license hanging is \$99.00 and you may or may not receive a reminder email. All agents are prorated to July 1st each year when they join. So, all annual fees are due on or before July 1 each year. You may call into the MCA for the KW market Center to pay with a credit card or checks should be made payable to Referral Real Estate. **See Exhibit "A" for fees due at signing.**

Dealing on your own account: Our errors and omissions insurance will not be available to Associates when selling or buying property on your own account. Unless specifically authorized in writing, the Company will not tender a defense or otherwise insure your conduct when you are dealing on your own account or outside the guidelines stated above.

Use of WEBSITE: The Company Website will answer other questions and provide all the forms you'll need to refer, including referral forms and a W-9, for the builder or other Broker.

www.RRELV.com

Total paid at time of signing: \$ _____

For payment / future automatic billing: **(DO NOT email this form IF it contains credit card info on it)**

Name on card: _____

Credit Card #: _____ () Visa () Master Card

Billing address: _____
(ADDRESS # and STREET) (CITY) (STATE) (ZIP)

Expiration date: ____ / ____ : CVV # ____
(Month / Year)

Associate: _____ **Date:** _____

Broker: _____
Teri Brenkus (See attached exhibit "A" for fees due

**Referral Real Estate
EXHIBIT "A"**

Fees, costs and policy

RRE Agent: As of July 2021, all RRE annual dues shall be due and payable on July 1 of each year, regardless of when you joined the company. All agents will pay somewhere between 7- and 18-months dues when joining, depending on the month you sign up with the company.

Below is the chart to simplify your fee when signing up with RRE.

Regardless of when, in the month, you sign up with the company, the first full month you are charged for is the following month.

<u>Contract signing Month</u>	<u>Months collected</u>	<u>Fees due</u>	<u>Next annual fee of \$99 due on</u>
July	11	\$91.08	Next year on July 1
August	10	82.50	Next year on July 1
September	9	74.25	Next year on July 1
October	8	66.00	Next year on July 1
November	7	57.75	Next year on July 1
December	18	\$148.50	In about 1 ½ years on July 1
January	17	140.25	In about 1 ½ years on July 1
February	16	132.00	In about 1 1/3 year on July 1
March	15	123.75	In about 1 ¼ year on July 1
April	14	115.50	In about 14 months on July 1
May	13	107.25	In just over a year on July 1
June	12	99.00	In one year on July 1

Late fees and terminations for nonpayment:

Since ALL agents pay their annual fee on July 1 of each year, you may or may not receive a reminder from the company. It is up to YOU to pay your annual fees prior to July 1 each year. Payments not received by July 10th each year are subject to a \$50.00 late fee for reinstatement with the company.

TERMINATION: Any agent not paid up to date by July 25th of each year may be terminated with no further notice.

PLEASE keep your home address, email and phone up to date with the company.

I acknowledge the fees and policy:

Agent initials