



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

**TCPA (Telephone Consumer Protection Act) and the "Do-Not-Call Implantation Act of 2003"**- Associates shall adhere to all the federal and state laws and regulations concerning telemarketing and/or contacting individuals by phone. (see exhibit B's Do Not, Call policy and Agreement)

**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 1<sup>st</sup> 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

**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>
<b>July</b>	<b>11</b>	<b>\$91.08</b>	<b>Next year on July 1</b>
August	10	82.50	Next year on July 1
<b>September</b>	<b>9</b>	<b>74.25</b>	<b>Next year on July 1</b>
October	8	66.00	Next year on July 1
<b>November</b>	<b>7</b>	<b>57.75</b>	<b>Next year on July 1</b>
December	18	\$148.50	In about 1 ½ years on July 1
<b>January</b>	<b>17</b>	<b>140.25</b>	<b>In about 1 ½ years on July 1</b>
February	16	132.00	In about 1 1/3 year on July 1
<b>March</b>	<b>15</b>	<b>123.75</b>	<b>In about 1 ¼ year on July 1</b>
April	14	115.50	In about 14 months on July 1
<b>May</b>	<b>13</b>	<b>107.25</b>	<b>In just over a year on July 1</b>
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 10<sup>th</sup> 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 25<sup>th</sup> 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

## **Exhibit B “DO NOT CALL” POLICY AND AGREEMENT**

Referral Real Estate Broker & Brokage ("RRE") requires all Agents to sign and agree to abide by this Do Not Call Policy and Agreement and follow all federal and state laws and regulations concerning telemarketing. Agents are advised that if they seek to engage in any type of telemarketing that they must understand the federal and state laws and regulations, and by signing below agree to adhere to the following policy:

1. While engaging in any type of telemarketing activities, an Agent shall not:
  - a. Call anyone on the national “Do Not Call List” (National DNCL).
  - b. Use any type of automated telephone dialing system (ATDS) or prerecorded message system. An ATDS is essentially any equipment or system that can dial or place calls or send texts with little or no human involvement and can place hundreds or thousands of calls per minute. With today’s technologies, nearly any computer or smart phone can be used as an ATDS.
  - c. Violate any federal or state law or regulation concerning telemarketing or texting.
2. Telemarketing activities include:
  - a. Cold Calling or texting
  - b. Calling expired listings
  - c. Calling FSBO’s to seek a listing.
  - d. Any other types of calls or text messages that are sent to generate business.
3. Generally, the TCPA makes it illegal to phone or text unless you have the proper consent from the people you are contacting. Specific violations include:
  - a. Calls or texts to those listed on the National DNCL.
  - b. Unsolicited calls to residential or cell phones using automated dialing or pre-recorded messages.
  - c. Unsolicited texts to cell phones.
4. Exceptions:
  - a. You have the person’s prior express written consent (see definition below).
  - b. The person made an inquiry into your business/services.
  - c. If the person you call or text says, “DON’T CALL ME,” THAT REQUEST OVERRIDES ANY EXCEPTION. You must then place that number on your Personal DNCL.
5. Prior express written consent can be difficult to obtain.
  - a. Prior express written consent means that the person being called has read and signed (or accepted online) language substantially similar to the following:

*I hereby consent to allow \_\_\_\_\_ to send me advertisement or telemarketing text messages/calls regarding real estate services using an automated telephone dialing system to the phone number I have provided. I ACKNOWLEDGE THAT I AM NOT REQUIRED TO SIGN THIS CONSENT TO PURCHASE SERVICES FROM \_\_\_\_\_ (agent’s name) or Referral Real Estate (RRE).*
  - b. If the person who has given you prior express written consent subsequently requests that you no longer call, you must place that person on your Personal DNCL and you must honor their request.
6. Inquiries:
  - a. If a person has contacted you regarding goods or services that you provide, you may call them within 3 months from the date of inquiry.
  - b. You are not limited to the subject they called you about.
  - c. You must keep a record of the date of the initial inquiry to prove you called back within 3 months.

7. Agents must individually maintain Call Lists and their own Personal DNCL.
  - a. Each agent will have to show his or her own call list and Personal DNCL.
  - b. The Agent cannot shift the burden to its employees or any subcontractors, and the Agent will be liable for fines, etc., for failure to check the National DNCL.
  - c. Agents shall maintain their call lists and Personal DNCL for five years.
  - d. Agents shall honor all do not call requests for 5 years.
8. Rules for Agents conducting phone calls:
  - a. Time restrictions (8:00 PM to 9:00 AM)
  - b. On each call, agents must state their NAME and the full BROKERAGE NAME.
  - c. Agents must provide the brokerage contact information if requested by caller.
  - d. Before making calls, agents must check the National DNCL.
  - e. No threats or obscene language.
  - f. No fair housing violations.
  - g. No hanging up before someone requests to be put on your internal list.
  - h. No caller ID blocking device.
  - i. No repeat calling of the same number.
  - j. No allowing the phone to ring numerous times.
  - k. Agents should attend periodic training on telephone soliciting and discuss any questions with the Broker.
  - l. All records and lists of telemarketing calls must be kept for a period of 5 years.
  - m. No use of ATDS or prerecorded messages.
10. INDEMNIFICATION. AGENT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS HIS OR HER RRE BROKER, AND REFERRAL REAL ESTATE BROKRAGE FOR ALL DAMAGES AND EXPENSES, INCLUDING FEES AND COSTS INCURRED DURING ANY INVESTIGATION OR LITIGATION INVOLVING ANY CLAIM OR DISPUTE ARISING FROM OR RELATED TO AGENT'S PROSPECTING and/or TELEMARKETING ACTIVITIES INCLUDING ANY ALLEGED VIOLATIONS OF FEDERAL, STATE AND LOCAL LAWS OR REGULATIONS GOVERNING TELEMARKETING (AND SPECIFICALLY INCLUDING THE TELEPHONE CONSUMER PROTECTION ACT OR DO NOT CALL REGISTRIES.
  - a. Warning. Violations of the Telephone Consumer Protection Act can be very expensive. Damages range from \$500 to \$1,500 per call, and any type of auto-dialing system can call thousands of people in a very short time period. Violations often trigger class actions in which the potential liability can easily range in the millions of dollars.
  - b. Warning. Attorneys fees and costs in defending any telephone or text related claims get very expensive very quickly once a claim is made, and you will be responsible for both your own attorneys fees, as well as the attorneys for RRE regardless of whether E&O Insurance covers the claim.

By signing below, you confirm that you have read and understood this Do Not Call Policy, you have been encouraged and given the opportunity to have this Do Not Call Policy/ Agreement reviewed by your own legal counsel, and you agree to comply with the terms herein.

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

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