

Brooke Davis

Realtor Information Sheet

- ☐ New
☐ Transfer

Name: _____
Home Address: _____
Mailing Address: _____
City/ST/Zip: _____
Home Phone: _____
Cell: _____
E-Mail: _____
Social Security: _____
Birthday: _____
Referred By: _____
Mentoring Program:
☐ Yes
☐ No
If yes, Agent name: _____

OFFICE USE ONLY

Sign on date: _____
Voice Mail #: _____
Cell Extension #: _____

Voice Mail set up: _____
Call set up: _____
Phone List updated: _____
Mailbox Set up: _____
Website set up: _____
Welcome letter sent: _____
Folder Tabs Set-up: _____
License received and copied: _____

Termination date: _____
Resignation Letter: _____
Termination letter to
TREC/HAR: _____
Delete email in Outlook: _____
Deleted Dues file in Excel: _____
Inactive in Quick books: _____
Phone list updated: _____
Mailbox deleted: _____
Voice Mail/Cell deleted: _____
Website Updated/Deleted: _____
Key Returned: _____



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Agent & Affiliate-Member Information Sheet and Company Policies

Brooks & Davis Real Estate Firm, LLC strives to offer excellent service to our Clients, Customers, Agents, Affiliates, and Enthusiasts. Our utmost desire is to enrich and empower the community through the buying, selling, and leasing of real estate. Brooks & Davis Real Estate Firm, LLC has a core mission "to create a greater experience for every stakeholder in the real estate community" and wants to be known as the BEST at Realtor development.

Business cards, Badges, and New Agent-Member Set-Up Fee

Upon joining Brooks & Davis Real Estate Firm agents will receive standard designs of their badge and first set of 100 business cards; and a piece of company apparel. In the event an agent-member wants to use a Company approved custom design and get custom cards and/or badge, Brooks & Davis Real Estate Firm will offer a credit towards the purchase of the cards and/or badge. The New Agent-Member Set-Up Fee will need to be received and the link bit.ly/businesscardorderform will need to be completed prior to any business cards or badges being ordered. The New Agent-Member Set-Up Fee is a \$250 application/on-boarding fee.

Agent-Member Commission Plans

Brooks & Davis Real Estate Firm, LLC has two(2) plans for Agent-members: 1.) ***Commission Split Plan*** [50/50 split plan or 70/30 split plan which requires Agent-members to have personally completed at least three(3) buy or sell transactions] and 2.) ***Transaction Fee Plan*** that requires a \$250 transaction fee on residential buy/sell transactions. The ***Commission Split Plan*** will have an annual cap of \$23,477.24 and the fee for commercial transactions will be based on their current commission split. The fee for commercial transactions on the ***Transaction Fee Plan*** will be determined on a case by case basis. The fee for residential lease & apartment transactions for both plans will be \$125.00.

New Agent Mentor Program

For Agent-members on the ***Commission Split Plan*** that have not personally completed at least three(3) buy or sell transactions, they qualify to take part in the Brooks & Davis Real Estate Firm, LLC New Agent Mentor Program. It is a program that consists of 4 phases, weekly contact & monitoring, and digital education tools all designed to assist each Mentor to gain their first buyer/sell client within the 1st 6 weeks of joining the program and successfully complete 3 buy or sale transactions. It allows the Brokerage to enhance the levels of support we are able to offer to new & inexperienced Realtors; while ensuring comfortability with the process of guiding the Mentee through the technical & mechanical aspects of the real estate transaction. If an Agent-member has completed three(3) buy or sell transactions they can choose to take part in the program. The program also allows for Senior Agent-members that are a part of both plans to apply to become Mentors for the New Agent Mentor Program and receive compensation for their service.



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1-on-1 Realtor and Business Coaching

For Agent-members on the ***Commission Split Plan***, they qualify and are highly encouraged to participate in weekly 1-on-1 Coaching Sessions. These are personal sessions where the Agent-member's Coach will help deal with the mental and emotional aspects of transitioning into a career as a Realtor. The Coach is also responsible for assisting Agent-members with building the sustainable Realtor business that the Agent-member envisions for themselves. The benefit also allows for Senior Agent-members that are a part of both plans to apply to become Coaches and receive compensation for their service. Coaching sessions are scheduled utilizing the company appointment scheduling link bit.ly/bdrefappointment

Realtor Recruitment Rally Agent Recruiting Incentive

For Agent-members on both plans, when they recruit other Agent-members to the company they will qualify for a 5% override of the portion of the commission that Brooks & Davis Real Estate Firm, LLC receives of the recruited Agent-members transactions for the entire tenure that the recruited Agent-member is with the brokerage firm. When the Agent-member that recruited the recruited Agent-member leaves Brooks & Davis Real Estate Firm, LLC then the overrides will cease.

Brooks & Davis Real Estate Firm Online Merchandise Store

We have an online store where people can purchase branded merchandise. The store address is www.bit.ly/shopbdref. Our Agent and Affiliate-members, receive discounts for purchasing from the store.

1. Agent-Members on the ***Commission Split Plan*** = 25%
2. Agent-Members on the ***Transaction Fee Plan*** = 15%
3. Affiliate-Members = 5%

For the discounts to be applied purchase must be made through the Corporate Office NOT the online store.

Tuition Reimbursement Program

For Agent-members on the ***Commission Split Plan***, when taking SAE, CE, or a Designation class they can receive a tuition reimbursement up to \$85 (*Limit 1 per year*). To qualify for the reimbursement the Agent-member must have been with the company for at least 6 months and be current on all member dues.

The Agent Success Hotline

For Agent-members on the ***Commission Split Plan***, it is a dedicated information hotline from 10a - 10p Monday through Friday for questions to be answered. The Hotline number is **832.819.1615**. If this number is ever called between the hours of 10a – 10p then a seasoned Agent-member will answer the phone and answer the Agent-member's question. On Saturday or Sunday the Hotline will periodically be in operation.

Digital Lead Generation System

For Agent-members on the ***Commission Split Plan***, they will gain access to leads through the Digital Lead Generation System.



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Virtual Desk Time

For Agent-members on the ***Commission Split Plan***, they are able to schedule time slots where the Corporate office phones will be routed to their cellphones for them to answer. This allows for an opportunity for Agent-members to pick up leads that are generated by the Brokerage.

Commission Disbursements

Agent-members will have the privilege of direct disbursements at the time of closing from the title company for their share of the commission. Agent-members must provide the following information to Brooks & Davis Real Estate Firm, LLC at least 48 hours before closing utilizing a company approved Commission Disbursement Authorization (CDA).

1. GF number
2. Buyer's and Seller's name
3. Property address
4. Name, address, phone number and fax number of Title Company
5. Name of closer
6. Sales Price
7. Date of Closing

Agent-members must provide copies to Brooks & Davis Real Estate Firm, LLC of 1.) Fully-Executed Contracts, 2.) Fully-Executed Listing Agreements, 3.) Final Closing Disclosures, 4.) Agreement Between Brokers for Rentals, & 7.) Invoices for Apartments prior to the signing of Commission Disbursement Authorizations and/or payment of commissions. If a commission check to an Agent-member needs to be paid through Brooks & Davis Real Estate Firm, LLC then the check will be deposited into the company bank account and payment will be given within up to 10 business days of the check clearing the business account.

Approved Payment Options

Personal checks will not be accepted. Brooks & Davis Real Estate Firm, LLC will accept payments by

- 1.) Cash
- 2.) Credit Card [paypal.me/BDREF] (there is a 3.50% convenience charge. Please add to the amount owed)
- 3.) Cash App [[cash.me/\\$brooksanddavis](https://cash.me/$brooksanddavis)] (there is a 2.75% convenience charge. Please add to the amount owed)
- 4.) Zelle [email: info@brooksanddavis.com]
- 5.) Cashier's Check
- 6.) Money Order.

Monthly Member Dues and On-Time Payment Credit,

For an Agent-member on the ***Transaction Fee Plan***, the member dues are \$150 per month. If paid on or before the 1st of the month they will receive a \$50 credit. For an Agent-member on the ***Commission Split Plan***, member dues are \$350 per quarter. If paid on or before the 1st of the month after each quarter ends (April, July, October, January) they will receive a \$50 credit. In the event that an Agent-member on our ***Transaction Fee Plan*** gets 60 days behind or an Agent-member on the ***Commission Split Plan*** gets 2 quarters (6 months) behind



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on their membership dues their license will be sent back to TREC and their membership status with Brooks & Davis Real Estate Firm, LLC will be adjusted to In-Active Licensed Affiliate-member. Agent-members are responsible for member dues for the entirety of their relationship with Brooks & Davis Real Estate Firm until the date of a formal written termination. Upon relationship termination, if there are outstanding member dues a final invoice will be created and submitted to the former Agent-member. If the outstanding member dues are not paid within 30 days from receipt of invoice then a claim concerning the outstanding member dues balance will be placed against the credit profile of the former Agent-member.

Transaction Credit and Coaching Session Credit

For an Agent-member on the ***Commission Split Plan***, for every transaction(*includes buy/sale/tenant/landlord/apartment*) completed and the commission check has been received by Brooks & Davis Real Estate Firm, LLC within the quarter the Agent-member will receive a \$100 credit towards the current quarter's member dues. For an Agent-member on the ***Commission Split Plan***, for every coaching session attended(*including the previous session's homework to be completed*) within the quarter the Agent-member will receive a \$30 credit towards the current quarter's member dues.

Company Credit, Criminal, & Eviction Report

A credit, criminal, and eviction report can be pulled by the corporate office for a fee of \$45 for 1 person and \$30 per additional adult. Reports can be paid for utilizing any Brooks & Davis Real Estate Firm approved payment option. When ready for a report pull, a completed page 1 of the rental lease application must be emailed to the Corporate office and payment received. Reports are completed within 2 business days.

Company Property Signs & Lockboxes

Agent-members are able to borrow property signs, sign rails, sign riders, & lockboxes by paying a deposit. Once the borrowed item is returned and the condition of the item is assessed and is found to be fair then the deposit will be returned. The deposits are as follows:

1. Signs(*separate*) = \$20.00
2. Sign riders(*separate*) = \$10.00
3. Sign rails(*includes a sign and sign rider*) = \$50.00
4. Supra lockbox = \$50.00
5. Punch/key lockbox = \$35.00



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Agent-member Office Mailboxes

Agent-members receive a mailbox. Agent-members will be notified of their mailbox location during *New Member Orientation*. Agent-members are encouraged to check and remove items from their mailbox at least once a month. All items, with the exception of commission checks & tax documents, left in an Agent-member's mailbox 30 days after the date of receipt will be discarded. When commission checks & tax documents are available, Agent-member's will be notified within 1 business day and the check will be placed in the Agent-member's mailbox.

Real Estate Associations

If Agent-members are not members of the Houston Association of Realtors they are required to join within 120 days of Brooks & Davis Real Estate Firm, LLC receiving their license from TREC or their license will be sent back to TREC and their membership status with Brooks & Davis Real Estate Firm, LLC will be adjusted to In-Active Licensed Affiliate. HAR requires that all licensees join when the Broker is also a member. Brooks & Davis Real Estate Firm, LLC is also a long-time member & friend of the Houston Black Real Estate Association and it is highly encouraged that our Agent-members join the Houston Black Real Estate Association.

Marketing Materials

All marketing materials, business cards, billboards, yard signs, fax cover sheets, letters, memos, and similar items must only contain the official company name, approved company logo, and approved company color scheme (black, green, orange, white, gold, brown).

Property Listings & Showings

Agent-members can select a showing service or schedule their own showing appointments. No appointments can be made through the corporate office. When an Agent-member has a property listing it is highly encouraged to utilize a showing service but they may handle their own showing appointments. If the Agent-member handles showings without the use of a showing service it is imperative that they answer their phone when agents call to make a showing appointment. When an Agent-member is found to be excessively not answering their phone when agents call to schedule appointments then the Agent-member will be required to use a showing service.

Agent-member Contact Information

Brooks & Davis Real Estate Firm, LLC maintains a roster of its Agent-members & Affiliates. Accurate contact information should be maintained at all times. The corporate office needs to be notified of any changes in home, work, or cell numbers, physical or email addresses.



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Conduct

When in the Brooks & Davis Real Estate Firm, LLC Corporate Office and Coaching & Training Centers; language, attire, and behavior of Agent-members, Affiliates, & Staff shall always be in a professional manner.

Additional Policies

Brooks & Davis Real Estate Firm, LLC possesses additional policies that are not listed on this document and at times adds to its library of policies to be held in a digital format. Agent-members are encouraged to review the additional policies as well as any policies that are added at a future date. Agent-members are required to follow all current policies listed, additional policies, and all future policies or Agent-member risks disciplinary action.

Disciplinary Actions

In the event an Agent-member does not adhere to these items and policies the following will happen:

1st offense - verbal warning

2nd offense - written warning

3rd offense - license will be returned to TREC & their member status will be moved to In-Active Licensed Affiliate

4th offense - will lose their status as a member of Brooks & Davis Real Estate Firm, LLC.

Confidentiality

Agent or Affiliate-members understand and agree to keep any and all information confidential regarding the business plans, inventions, designs, products, services, processes, trade secrets, copyrights, trademarks, customer information, customer lists, prices, analytics data, costs, affairs, and any other information that could be considered proprietary to Brooks & Davis Real Estate Firm, LLC. Agent or Affiliate-members understand that disclosure of any such **confidential information**, either directly or indirectly, shall result in litigation with Brooks & Davis Real Estate Firm, LLC eligible for equitable relief to the furthest extent of the law, including but not limited to, filing claims for losses and/or damages. If it is found that an Agent or Affiliate-member divulged **confidential information** to a third (3rd) party, Brooks & Davis Real Estate Firm, LLC shall receive any and all reimbursement from said Agent or Affiliate-member for Brooks & Davis Real Estate Firm, LLC's legal and attorney's fees.

- a.) **Post Termination.** After Agent or Affiliate-member has terminated their relationship with Brooks & Davis Real Estate Firm, LLC, Agent-member shall be bound to the confidentiality clause of this Agreement for a period of 99 ☐ Months ☒ Years ("Confidentiality Term"). If the Confidentiality Term is beyond any limit set by local, State, or Federal laws, then the Confidentiality Term shall be the maximum allowed legal time-frame.



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I, _____, acknowledge that I have read and received a copy of these items and policies

Agent-member

Date

BDREF Representative

Date



AGENT COMMISSION PLANS

CHECK ONE

Split Commission Agent-Member"~		Transaction Fee Agent-Member^"	Affiliate-Member
50/50	70/30*		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

* For this plan you must have closed atleast two (2) buyer or seller transactions in the last 12 months

Access to:

1	Knowledge base of 25+ years	X	X	X
2	Multitude of marketing materials & training resources	X	X	X
3	Company podcasts & other social/digital media	X	X	X
4	"Invite only" social & educational company events	X	X	X
5	Access to Coaching & Training Center/Corporate Office	X	X	X
6	The Broker of record	X	X	X
7	Discounts from Brooks & Davis Real Estate Firm Online Merchandise Store	X	X	X
8	Create Your New Life Company Meeting & Training	X	X	X
9	Continuing Education(CE) credit through the BDRE Continuing Education Institute	X	X	
10	New Agent Mentor Program(as a Mentor)	X	X	
11	1-on-1 Realtor and Business Coaching	X		X
12	New Agent Mentor Program(as a Mentee)	X		
13	The Agent Success Hotline	X		
14	Success In Real Estate Machine(SIREM) Web Based Training Tool	X		
15	Digital Lead Generation System	X		
16	Virtual Desk Time	X		
17	Recommendations for real estate business affiliate companies	X	X	X
18	Broker Sponsorship of your real estate license	X	X	
19	Special Agent Member Number(SAM#) & Membership Card	X	X	
20	New Business Launch or Business Re-Launch	X		
21	The Realtor Recruitment Rally	X	X	X
22	Tuition Reimbursement Program	X	X	
23	Right 2 Purchase Program	X	X	
24	The Inexpensive New Build(INB) Program	X	X	
25	\$50 membership fee on-time payment rebate	X	X	
26	Quartely membership dues payment cycle	X		
27	Monthly membership dues transaction credit	X		
28	Monthly membership dues coaching session credit	X		
29	SAE, CE, or Designation class tuition reimbursement	X		
30	Success In Real Estate Internship	X		
31	Agent Development Institute(ADI) Coaching Program	X		

^ \$ 250.00 transaction fee on all residential sales & Commercial sales or leases is on a case by case basis

" up to \$125.00 transaction fee on all residential & apartment leases

~ Annual cap of \$23,477.24

Participation in

21	The Realtor Recruitment Rally	X	X	X
22	Tuition Reimbursement Program	X	X	
23	Right 2 Purchase Program	X	X	
24	The Inexpensive New Build(INB) Program	X	X	
25	\$50 membership fee on-time payment rebate	X	X	
26	Quartely membership dues payment cycle	X		
27	Monthly membership dues transaction credit	X		
28	Monthly membership dues coaching session credit	X		
29	SAE, CE, or Designation class tuition reimbursement	X		
30	Success In Real Estate Internship	X		
31	Agent Development Institute(ADI) Coaching Program	X		

In signing this form, you agree that you understand these fees are due on all transactions, new and existing homes, lots, and leases regardless to the dollar amount of the commission earned by the agent.

Agent/Affiliate Signature

Date

BDREF Representative

Date



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SuperStar Prospect Affiliation

Letter of Commitment

We will offer:

- *Weekly access to the Brooks & Davis REF "live" Create Your New Life(CYNL) Company Meeting & The Realtor/Life Podcast*
- *Direct access to one of the Company Executives during normal business hours to answer any questions concerning the real estate business*
- *Invitations to "invite only" BDREF sponsored & partner events*
- *Bi-weekly Affiliate & Mentee Study Hall*
- *Pre-real estate exam coaching sessions*
- *Access to the numerous online resources located in the Brooks & Davis REF 7.Training Agent Digital Folder*
- *Admittance in and use of the BDREF office during normal business hours*
- *Ability to receive training and earn compensation by referring business and partnering with a BDREF Agent-member*

In return we ask that you will commit to:

- *Joining Brooks & Davis Real Estate Firm, LLC upon receiving your Texas real estate license and try the company out for at least 30 days*
- *Devoting the necessary focus, time, & resources for completing your licensing classes, fulfilling any other requirements, and passing your licensing test as quickly as possible*
- *Utilizing the items that Brooks & Davis Real Estate Firm, LLC is offering you as a part of the Affiliate Program*
- *Protect our Brooks & Davis Real Estate Firm, LLC proprietary information that you will have access to on your personal devices as well as destroy the proprietary information upon termination of your participation with this program*

I've read the above and understand what I am receiving and what is being asked of me. All of my questions have been answered and I am ready to move forward with this affiliation being offered by
Brooks & Davis Real Estate Firm, LLC

SUPERSTAR PROSPECT

Date

BROKER

Date

Form 1041-1
(Rev. January 2002)Department of the Treasury
Internal Revenue Service**Request for taxpayer
Identification Number and Certification**Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person	Date
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Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments **after** December 31, 2001 (29% **after** December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.