

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](https://www.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*		
☐	☐	☐	☐

* 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		

^ \$ 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

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		

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



TEXAS ASSOCIATION OF REALTORS®
INDEPENDENT CONTRACTOR AGREEMENT FOR SALES ASSOCIATE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
 ©Texas Association of REALTORS®, Inc. 2007

1. PARTIES. The parties to this agreement are:

Broker: BROOKS AND DAVIS REAL ESTATE FIRM; and
 Associate: _____.

2. TERM: This agreement commences on _____ (Commencement Date) and ends at such time as either party terminates this agreement in accordance with Paragraph 21.

3. DEFINITIONS:

- A. "*Brokerage services*" means assistance and services to prospects that are reasonably necessary to negotiate and bring about the successful closing of transactions for the sale, purchase, or lease of real estate.
- B. "*Files*" means any documents, instruments, contracts, written agreements, disclosures, memoranda, books, publications, records, correspondence, reports, data, lists, compilations, studies, surveys, images, and all other data, whether in written or electronic format, which are related to Broker's real estate business. The term "files" ☐ includes ☒ excludes Associate's prospect lists.
- C. "*Prospect*" means: (1) a buyer, prospective buyer, seller, prospective seller, landlord, prospective landlord, tenant, or prospective tenant of real estate; or (2) a client or customer of Broker or Associate.
- D. "*Real estate business*" means all business related to the acts of a real estate broker as defined by Section 1101.002, Occupations Code (the Real Estate License Act).

4. BEST EFFORTS: Associate will use Associate's best professional efforts to:

- A. solicit listings and prospects for Broker's real estate business; and
 B. provide brokerage services to prospects procured by or assigned to Associate.

5. EXCLUSIVE ASSOCIATION: Associate will perform the services contemplated by this agreement exclusively for Broker. Associate may not engage in the brokerage of businesses or in the management of property without Broker's knowledge and written consent.

6. LEGAL AND ETHICAL COMPLIANCE: When delivering brokerage services to prospects and when otherwise performing under this agreement, the parties agree to comply with all applicable laws and standards of practice, including but not limited to the Real Estate License Act, the Rules of the Texas Real Estate Commission, the Code of Ethics of the National Association of REALTORS®, the bylaws of the national, state, and applicable local associations of REALTORS®, any rules and regulations of any listing services to which the parties may subscribe, and any standards or policies Broker adopts.

7. LICENSES AND TRADE ASSOCIATIONS:

A. Broker's License and Membership Status: Broker is a licensed real estate broker in the State of Texas and is a member of the National Association of REALTORS®, the Texas Association of REALTORS®, and the following local associations of REALTORS®: HOUSTON ASSOCIATION OF REALTORS (HAR). Broker will maintain Broker's license and REALTOR® membership status active and in good standing at all times while this agreement is in effect.

BROOKS AND DAVIS REAL ESTATE FIRM

Independent Contractor Agreement between _____

- B. Associate's License and Membership Status: Associate is a licensed real estate ☐ salesperson ☐ broker in the State of Texas and ☐ is ☒ will become a member of the National Association of REALTORS®, the Texas Association of REALTORS®, and the following local associations of REALTORS®: **HOUSTON ASSOCIATION OF REALTORS (HAR) WITH 30 DAYS**

Associate will maintain Associate's license and REALTOR® membership status active and in good standing at all times while this agreement is in effect.

8. INDEPENDENT CONTRACTOR:

- A. Contractor: Associate is an independent contractor and is not Broker's employee. Broker will not withhold any amounts for taxes from the fees paid to Associate under this agreement, unless ordered to do so by a court of law or the Internal Revenue Service. Broker will not pay any amounts for FICA, unemployment compensation, or worker's compensation for Associate.
- B. Statement of Understanding: On or about the first day of _____ of each calendar year this agreement is in effect, Associate will execute and deliver to Broker a Statement of Understanding, a copy of which is attached to this agreement.
- C. Not a Partnership: This agreement does not create a partnership between the parties. Except as provided by this agreement, neither party is liable to the other party for any expense or obligation incurred by the other party.

9. ASSOCIATE'S AUTHORITY:

- A. Signing Brokerage Service Agreements: Associate may sign listing agreements, buyer or tenant representation agreements, and commission agreements on Broker's behalf provided that Associate complies with Paragraph 6 and any standards and policies Broker adopts with respect to signing such agreements.
- B. Submission of Agreements: All listings, representation agreements, commission agreements, and other agreements for brokerage services that Associate procures or signs must be taken in Broker's name and must be submitted to Broker within _____ days after the listing, representation agreement, commission agreement, or other agreement is taken by Associate.
- C. Cancellations or Termination of Brokerage Service Agreements: Associate may not cancel, terminate, or compromise any agreement to which Broker is a party without Broker's written approval.
- D. Other Agreements: Unless specifically authorized by this agreement or by Broker in writing, Associate may not bind or obligate Broker to any agreement or relationship.

10. FILES AND CONFIDENTIALITY OF OPERATIONS:

- A. Obligation to Maintain a File: In any transaction related to Broker's real estate business in which Associate is involved, Associate must maintain a file at Broker's office that contains all applicable items described under the definition of "files" under Paragraph 3B. Associate will maintain the file in a format that Broker regularly maintains such files in Broker's office.
- B. Confidentiality of Files: The parties agree that all files related to Broker's real estate business are Broker's confidential business property. Associate agrees to hold all files and information in the files confidential and not disclose such information to any person without Broker's knowledge and consent unless:
- (1) required by law or a court order to disclose such information; or
 - (2) such information is otherwise public information.

BROOKS AND DAVIS REAL ESTATE FIRM

Independent Contractor Agreement between _____

- C. Prospects and Operations: Unless required by law or expressly permitted by Broker, Associate may not furnish any person with information about:
- (1) Broker's prospects or Broker's relationship with any prospects; or
 - (2) Broker's policies and business operations.
- D. Survival: This Paragraph 10 survives termination of this agreement.
- E. NOTICE: *All Internet data that is composed, transmitted, or received on the Broker's computers or network is considered to be part of the Broker's records and, as such, is subject to: (1) Broker's review; and (2) disclosure to law enforcement agencies or as the law may otherwise require. The unauthorized use, installation, copying, or distribution of trademark or patented material on the Internet or by other means is prohibited.*

11. OWNERSHIP OF LISTINGS AND REPRESENTATION AGREEMENTS: All listings, representation agreements, commission agreements, and other agreements for brokerage services in which Broker is named as a party are owned exclusively by Broker.

12. RECEIPT OF MONEY BY ASSOCIATE:

- A. Compliance with Contracts: Associate must promptly deposit all checks or funds Associate receives in trust for others in accordance with the contracts under which the checks or funds are received. Associate may not maintain a separate trust, escrow, or management account for real estate business purposes.
- B. Receipt of Brokerage Fees: Unless otherwise authorized by Broker, Associate must deliver any compensation for brokerage services received from any client, customer, escrow agent, title company, prospect, or any other person to Broker for disbursement in accordance with this agreement, including but not limited to any check, credit card, debit card, draft, or any negotiable instrument made payable or issued to Associate.

13. FACILITIES: Broker will furnish to Associate the following office facilities at Broker's office for uses related to Broker's real estate business: _____

Performance under this agreement does not require Associate to be present in Broker's office.

14. ADVERTISING:

- A. All advertising related to Broker's real estate business, including brokerage services performed by Associate, may be placed only by Broker or only with Broker's knowledge and consent. Broker will, at Broker's discretion, include Associate's name in such advertising when appropriate. Associate will not cause any advertisement that is related to Broker's real estate business to be published without Broker's prior knowledge and consent.
- B. "Advertising" includes any written or oral statement which is intended to induce the public to use Associate's or Broker's services, and includes without limitation all publications, newsletters, radio or television broadcasts, all electronic media including e-mail and the Internet, business stationery, business cards, signs, and billboards.

15. ASSIGNMENT OF PROSPECTS:

- A. Definition: Under this Paragraph 15, "assign" means to appoint an associate to deal with a prospect on Broker's behalf.

BROOKS AND DAVIS REAL ESTATE FIRM

Independent Contractor Agreement between _____

- B. Assignments: Broker gives to Associate the right, together with Broker, to deal with prospects that Associate procures and with prospects that Broker assigns to Associate. Broker retains the right and sole discretion to assign leads and prospects that are procured by Broker through Broker's real estate business to any of Broker's associates as Broker determines appropriate.
- C. Reassignments: Broker may reassign a prospect with whom Associate deals to another associate if: (1) Broker determines that a reassignment of the prospect is necessary for the orderly, ethical, or lawful operation of Broker's real estate business; (2) Associate is not capable of continuing to service the prospect; or (3) this agreement terminates. This provision applies to all prospects, regardless of who procured the prospect.
- D. No Interference: Associate may not interfere with any assignments or reassignments of prospects or leads that Broker may make.

16. ASSOCIATE'S FEES:

- A. Brokerage Fees are Paid to Broker: All fees and compensation that Broker or Associate earn for providing brokerage services to prospects (for example, fees earned under listing agreements, buyer or tenant representation agreements, agreements between brokers) are payable to and belong to Broker.
- B. Amount of Associate's Fees: Broker will pay Associate fees for the brokerage services that Associate provides under this agreement at the rates or in the amounts specified in:
☐ (1) the attached fee schedule.
☒ (2) **CASE BY CASE** _____, which is incorporated into this agreement.
- C. When Associate's Fees are Earned and Payable: Associate's fees under this agreement are earned at the time Broker's fees are earned under the applicable agreements for brokerage services that Associate performs for Broker. Associate's fees under this agreement are payable when Broker receives Broker's fees under the applicable agreements for brokerage services, unless the fees are subject to arbitration, litigation, or a court order.
- D. Disputes between Associates: If another associate of Broker claims a fee from a transaction for which Associate also claims a fee, the amount of the fee payable to Associate will be divided between Associate and the other associate claiming the fee in accordance with an agreement between them. If no such agreement is reached, the dispute will be resolved by Broker's internal dispute resolution policy; and, if no such policy exists, by arbitration. Before disbursing any fee, Broker may require written authorization from any associate claiming the fee. Associate agrees not to hold Broker liable for holding, in trust, any disputed funds between associates.
- E. Delinquent Brokerage Fees: Broker is not liable to Associate for any fees not collected from a prospect. Broker retains complete discretion to enforce or not enforce any agreement for brokerage services with a prospect.
- F. Bonuses: Associate may not accept any fee, bonus, or other compensation directly; whether such is in money, gift cards, credit cards, trips, or other benefits or personal property. All fees, bonuses, and other compensation must be paid to Broker for distribution in accordance with this agreement. Unless otherwise agreed in writing between the parties to this agreement, bonuses will be considered as part of the gross compensation Broker receives under the applicable agreements for brokerage services and will be disbursed in accordance with:
☐ (1) the attached fee schedule.
☒ (2) **CASE BY CASE** _____, which is incorporated into this agreement.

BROOKS AND DAVIS REAL ESTATE FIRM

Independent Contractor Agreement between _____

G. Fees upon Reassignment of Prospects: If Broker reassigns a prospect with whom Associate deals to another associate or if Broker reassigns a prospect with whom another associate deals to Associate, Broker will pay Associate a fee in accordance with:

☐ (1) the attached fee schedule.

☒ (2) **CASE BY CASE** _____, which is incorporated into this agreement.

H. Other: If an attached fee schedule or other document incorporated into this agreement does not specifically address the amount of the fee or compensation due to Associate under any given circumstances, the amount of the fee or compensation will be an amount that Broker determines is reasonable and equitable.

I. Assignment of Fees: Associate may not assign any interest in fees or compensation due under this agreement to any other person.

17. EXPENSES:

A. No Liability for Another's Expense: Unless the parties agree otherwise, Broker is not liable for any expense incurred by Associate. Unless the parties agree otherwise, Associate is not liable to Broker for the expenses for the office facilities that Broker will provide under this agreement.

B. Special Expenses: "*Special expenses*" means expenses that Broker incurs for **ALL AGREED UPON MARKETING** _____.

(Note: Special expenses may include items such as desk fees, transaction fees, E&O premiums, franchise fees, etc.). Special expenses will be:

☐ (1) deducted from the gross fees that Broker receives under this agreement for brokerage services and paid to the providers of the special services before calculating Associate's fees payable under this agreement.

☒ (2) invoiced to Associate by Broker and will become payable upon receipt of the invoice.

☐ (3) charged to Associate in accordance with:

☐ (a) the attached fee schedule.

☒ (b) **N/A** _____, which is incorporated into this agreement.

C. License and Membership Fees: Each party is responsible to pay all their respective license and membership fees. Associate must immediately reimburse Broker any fee, expense, or penalty that Broker incurs as a result of:

(1) the parties' association; or

(2) Associate's failure to maintain Associate's license or REALTOR® membership status as required by this agreement.

D. Automobile Expenses: Associate will furnish his or her own automobile and pay all such expenses. Broker is not liable or responsible for Associate's automobile or its expenses. Associate must maintain liability and property damage insurance satisfactory to Broker and must name Broker as an additional insured in any such policy. Upon execution of this agreement, Associate must deliver to Broker satisfactory evidence of the insurance required by this agreement and must deliver evidence of the renewal of such insurance at the time the insurance policy is renewed. If Associate fails to maintain the required insurance in full force and effect at times this agreement is in effect, Broker may:

(1) purchase insurance that will provide Broker with the same coverage as required by this paragraph and Associate must immediately reimburse Broker for such expense; or

(2) terminate this agreement.

BROOKS AND DAVIS REAL ESTATE FIRM

Independent Contractor Agreement between _____

E. Other Expenses: Associate is responsible for all of Associate's expenses necessary to perform the services required of Associate under this agreement, including but not limited to, license fees, association dues, entertainment costs, club dues, mobile phone expenses, education expenses, computer service access charges, periodical expenses, and other related expenses. Although not obligated to do so, if Broker pays any such expense for or on behalf of Associate, Associate will reimburse Broker such amount upon demand.

18. OFFSET: Broker retains the right of offset for all purposes. Broker may deduct amounts Associate owes Broker from any amounts Broker owes to Associate under this agreement.

19. DEFENSE OF DISPUTES AND LITIGATION:

A. Cooperation: If a dispute, litigation, or complaint against Broker or Associate occurs in a transaction in which Associate is involved and which is related to Broker's real estate business, the parties will cooperate fully with each other in defending the action.

B. Insurance Deductible: If Broker and Associate are named as defendants in a dispute, litigation, or complaint, any deductible for errors and omissions insurance that may cover the defense or payment of any liability under the dispute, litigation, or complaint will be paid as follows: _____

C. Mutual Defense: If any defense expenses are not paid by an errors and omissions insurer, Broker and Associate will share all such expenses and costs related to defend the dispute, litigation, or complaint in the same proportion as they would share the fee resulting from the transaction as if there were no dispute, litigation, or complaint; provided that both Broker and Associate are named as defendants or respondents to the dispute, litigation, or complaint. If either party determines that it cannot mutually defend a dispute, litigation, or complaint with the other party, each party will be responsible for its own costs to defend the dispute, litigation, or complaint from the time one party notifies the other of such a determination.

D. Defense Management in a Mutual Defense: If the parties mutually defend a dispute, litigation, or complaint, Broker maintains sole discretion to:

- (1) determine whether to defend or compromise the dispute, litigation, or complaint;
- (2) employ attorneys or other experts;
- (3) direct the course of any defense strategy; and
- (4) determine the terms and conditions of any compromise or settlement, provided that Broker may not obligate Associate to pay anything of value without Associate's written consent.

E. Liability for Damages: Except as provided in Paragraph 19F, each party is responsible for the payment of any amounts for which it is found liable. The sharing of defense costs provided in this Paragraph 19 does not apply to the payment of damages for which a party is found liable by a court of law, arbitrator, or state agency.

F. Reimbursement and Indemnity: If Broker is found to be liable by a court, arbitrator, or government agency as a result of Associate's negligence, misrepresentations, fraud, false statements, violation of the Real Estate License Act, or violation of any other state or federal statute, Associate will indemnify and reimburse Broker all such amounts and all attorney's fees, costs, and other expenses necessary to defend the action including those defense costs that were previously shared under this Paragraph 19.

G. Survival: This Paragraph 19 survives the termination of this agreement.

20. PROSECUTION OF CLAIMS: For all matters related to Broker's real estate business, Broker retains sole discretion to prosecute, complain, compromise, or settle any claim that Broker may have against any other person, including but not limited to other brokers, and Broker's or Associate's clients, customers, and prospects.

BROOKS AND DAVIS REAL ESTATE FIRM

Independent Contractor Agreement between _____

21. TERMINATION:

- A. Either Party may Terminate: Either party may terminate this agreement, with or without cause, by providing written notice to the other party.
- B. Entitlement to Fees: Any fee to Associate that remains unpaid on the date of termination will be paid in accordance with:
- ☐ (1) the attached fee schedule.
- ☐ (2) **CASE BY CASE** _____, which is incorporated into this agreement.
- C. Services to Prospects: Upon termination of this agreement, all negotiations and other brokerage services with prospects commenced by Associate before termination will be assumed by Broker. Associate will cooperate with Broker to provide for an orderly transition and assumption of such service by Broker.
- D. Associate's Obligations upon Termination: At the time this agreement ends, Associate must:
- (1) cease all negotiations and other dealings that concern Broker's real estate business commenced by Associate before this agreement ends;
 - (2) provide Broker a written list of all current listings and pending sales and leases;
 - (3) turn over to Broker all files related to Broker's real estate business and that Associate may have or control; and
 - (4) turn over to Broker all Broker's personal property including but not limited to key safes, signs, equipment, supplies, manuals, forms, and keys.
- E. Files: Associate may not remove any files related to Broker's real estate business from Broker's office without Broker's prior knowledge and consent. Associate is entitled to copies of relevant documents concerning pending transaction in which Associate has a bona fide interest. Broker will not unreasonably withhold copies of such documents.

22. NOTICES: All notices under this agreement must be in writing and are effective when hand-delivered, mailed, sent by facsimile transmission, or sent by electronic mail from one party to the other.

23. SPECIAL PROVISIONS:**24. AGREEMENT OF THE PARTIES:**

A. Addenda: Attached to and incorporated into this agreement are:

- ☐ (1) the Fee Schedule dated _____;
- ☒ (2) the Statement of Understanding (which should be reviewed and signed each year);
- ☒ (3) IRS Form W-9; and
- ☒ (4) **1. NEW AGENT - MEMBER INFORMATION SHEET & COMPANY POLICIES**
2. AGENT COMMISSION PLANS _____.

BROOKS AND DAVIS REAL ESTATE FIRM

Independent Contractor Agreement between _____

- B. Entire Agreement: This document contains the entire agreement between the parties and may not be changed except by written agreement.
- C. No Assignment: Neither party may assign this agreement or any interest in this agreement without the written consent of the other party.
- D. Heirs and Successors: The parties' obligations under this agreement and the parties' entitlement to any compensation, reimbursement, or indemnity under this agreement inures to the benefit of the respective party's successors, permitted assigns, heirs, executors, and administrators.
- E. Controlling Law: The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this agreement.
- F. Severable Clauses: If any clause in this agreement is found to be invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions of this agreement will remain valid and enforceable.
- G. Waiver: Waiver of any provision in this agreement by any party is effective only if the waiver is in writing. A waiver, whether in writing or otherwise, may not be construed as a waiver of any subsequent breach or failure of the same provision or any other provision of this agreement.

This is intended to be a legally binding agreement. READ IT CAREFULLY. If you do not understand the effect of this agreement, consult your attorney BEFORE signing.

 Associate's Name Printed (as appears on license)

 Associate's Signature

 Date

 License No.

 License Expiration Date

 Home Address

 City, State, Zip Code

 Home Phone

 Mobile Phone

 E-mail
BROOKS AND DAVIS REAL ESTATE FIRM

 Broker's Name Printed

 License No.

 By: _____
 Signature

 Date

 Title

 Office Address

 City, State, Zip Code

 Office Phone

 Fax Number

 E-mail



TEXAS ASSOCIATION OF REALTORS®

STATEMENT OF UNDERSTANDING

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2007

It is suggested that this statement be executed annually.

CONCERNING THE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN

BROOKS & DAVIS REAL ESTATE FIRM, LLC.

(Broker)

and

(Associate)

I, the above-named Associate, state as follows:

- (1) I am a ☐ broker ☒ salesperson duly licensed in the State of Texas and am affiliated as an independent contractor with the above-named Broker.
- (2) I have paid all my own license fees and membership dues required under the Independent Contractor Agreement with Broker and have not received reimbursement from Broker.
- (3) I have paid all of my own automobile and transportation expenses and have not received reimbursement from Broker.
- (4) I have paid all entertainment and other incidental expenses in connection with soliciting listings and procuring prospects and have not received reimbursement from Broker.
- (5) Broker has not required me to maintain any specific schedule.
- (6) I have not had to consult with Broker regarding scheduling of my vacations or working hours.
- (7) I have received no salary or sick pay and I am compensated on a commission basis.
- (8) I have paid my own income and FICA taxes.
- (9) My association with Broker may be terminated by either party at any time upon notice given to the other party; but the rights of the parties to any fees which accrued before termination are not divested by the termination.

Associate

Date

(TAR-2302) 8-16-07

Page 1 of 1

Brooks & Davis Real Estate Firm, LLC., 2626 South Loop West Ste # 632 Houston, TX 77054
Phone: 281.924.4954 Fax: 281.884.6051 Larry Brooks

70/30

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

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: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ☐ 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 ▶

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

- 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.