



AGENT INFORMATION

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CELL PHONE: _____ FAX: _____

HOME PHONE: _____ OTHER PHONE: _____

EMAIL(S): _____

EMAIL(S): _____

(write twice)

WEBSITE: _____

SOCIAL SECURITY#: _____ BIRTH DATE: _____

RE LIC#: _____ ISSUED: _____ EXPIRES: _____

SPOKEN LANGUAGE(S): _____

PREVIOUS FIRM: _____ YRS in RE: _____

REFERRED BY: _____

EMERGENCY CONTACTS:

1) NAME: _____

CELL PHONE: _____ HOME PHONE: _____

2) NAME: _____

CELL PHONE: _____ HOME PHONE: _____

NOTES: _____



PAYMENT ENROLLMENT FORM

Purpose: To be used at time of sign up by the broker to review fees and sign agent up for recurring credit card payments.

PAYMENT	AMOUNT	MONTH (S)	TOTAL	INITIALS
ASSOCIATE FEE (monthly)	\$120.00		\$	
SIGN UP FEE (one time)	\$100.00		\$	
MENTEE FEE (if applicable, monthly)	\$120.00		\$	
_____	_____		\$	
*ALL FEES ARE NON-REFUNDABLE			TOTAL	\$

BILLING INFORMATION (exactly as it appears on your credit card statement)									
First Name				Last Name					
Card Number									
Exp Date			CSV (3 or 4 digits)			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
Address									
City				State			Zip Code		
Email									
Main Phone				Alt Phone					

I hereby authorize Realty ONE Group (DBA) to initiate the above credit card charge and to charge me recurring monthly fee payments as set forth herein and/or late fees (if applicable). A new authorization must be completed if I change my account, close my account, or change financial institutions. This authorization remains in effect until canceled in writing or upon termination.

X _____ **DATE:** _____

By signing, I agree to the terms stated above.

Realty ONE Group Premier Office Location: _____ Broker Name: _____ Date: _____

Notes: _____

Policy Manual

January 2017

Agent Acknowledgement

By my signature below, I acknowledge that I have read, understand and agree to abide by the policies as set forth in the Realty One Group Premier Policy Manual, and the Independent Contractor Agreement and will direct any questions to the Employing Broker or my Branch Manager.

I also understand that I will be notified via email of any changes to the Policy Manual and it will be my responsibility to read those updates in the Policy Manual which will available on the Firm's Intranet Site.

Print Name: _____

Signature: _____ Date: _____

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. 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 3.

Social security number									

or

Employer identification number									

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

INDEPENDENT CONTRACTOR AGREEMENT (5/17)

This Independent Contractor Agreement (the “**Agreement**”) is made and entered into this ____ day of _____, 201____, by and between Realty ONE Group Premier, a Guardian Real Estate Svc. Inc, (“**Company**”) and _____ (“**Associate Licensee**”). The parties hereto agree as follows:

1. ASSOCIATE LICENSEE ASSOCIATION.

1.1. Associate Licensee represents that he/she holds a current and active salesperson and/or broker’s license with the Colorado Department of Real Estate, bearing license number _____ (“**License**”) and shall keep his/her License current and in good standing during the term of this Agreement. Associate Licensee hereby associates its License with Company, with Associate Licensee hereby agreeing to act as an independent contractor to Company upon the terms and conditions set forth herein. Associate Licensee represents that he/she is engaged in an independent business calling and is in compliance with all local, state, and federal laws regarding business permits and licenses that may be required to carry out the independent business calling and to perform under this Agreement.

1.2. Associate Licensee expressly agrees that Associate Licensee is solely an independent Associate Licensee. Neither Associate Licensee nor any principal or employee or agent or assistant of Associate Licensee shall be construed to be an employee of Company in any manner, under any circumstance, or for any purpose, whatsoever. As no employment relationship is contemplated or created hereby, (a) Company shall not pay, on the account of Associate Licensee or any principal, employee or agent or assistant of Associate Licensee, any unemployment tax or other taxes required under the law to be paid with respect to Company employees; (b) Company shall not withhold any monies from the fees of Associate Licensee for income tax purposes; (c) Company shall not provide Associate Licensee or any principal or Associate Licensee’s employee or agent or assistant with any benefits, including but not limited to pension, retirement, or any kind of insurance benefits. Company carries Workers’ Compensation insurance for Company’s own benefit, and for the mutual benefit of licensees associated with Company. However, Associate Licensee understands and agrees that such coverage does not, and shall not, create an inference of employment with Company.

1.3. Except as required by law:

1.3.1. Associate Licensee retains sole and absolute discretion and judgment in the methods, techniques, and procedures to be used in soliciting and obtaining listings, sales exchanges, leases, rentals, or other transactions, and in carrying out Associate Licensee’s selling and soliciting activities;

1.3.2. Associate Licensee is under the control of Company as to the results of Associate Licensee’s work only, and not as to the means by which those results are accomplished;

1.3.3. Associate Licensee has no authority to bind Company by any promise or representation; and

1.3.4. Company shall not be liable for any obligation or liability incurred by Associate Licensee.

1.4. Associate Licensee agrees that nothing herein grants to him/her any partnership rights or equity ownership rights, benefits or entitlements in Company or any affiliate thereof.

1.5. Subject to applicable law, and as governed by the Colorado Association of Realtors, and associated local Board of REALTORS® under its Code of Ethics, as well as other governing bodies and their rules and regulations, and also subject to the internal quality standards of good practice requirements of Company, Associate Licensee retains the sole discretion to utilize the methods, techniques and procedures to be used in soliciting and obtaining listings, sales, exchanges, rentals or other transactions and in carrying out Associate Licensee’s selling and soliciting activities.

1.6. Associate Licensee shall supply all of its own equipment, materials, resources, and supplies necessary to perform the services under this Agreement, except that Company shall supply Associate Licensee with certain standardized forms necessary for the operation of Company’s business operations.

1.7. Associate Licensee may or may not, as Associate Licensee so chooses, retain employees or agents or assistants to assist the Associate Licensee. Company is not responsible for the compensation or instruction of Associate Licensee’s employees or agents or assistants and the actions of these employees or agents or assistants remain the sole responsibility of Associate Licensee. If Associate Licensee makes use of an employee or agent or assistant, Associate Licensee shall have a written agreement with employee or agent or assistant which establishes the terms and responsibilities of the parties to the agreement, including but not limited to, compensation, supervision and compliance with the applicable rules, laws and regulations, and that the employee or agent or assistant shall be bound by the duties and obligations of Associate Licensee under this Agreement including, but not limited to, the confidentiality obligations set forth in Section 16. The Associate Licensee agreement with his/her employee or agent or assistant shall be subject to Company's review and approval.

Unless otherwise agreed, if the employee or agent or assistant has a real estate license, that license shall be provided to the Company, which license shall be placed and held by Company's designated broker. Such agreement shall further provide that such employee or agent or assistant is an employee or agent or assistant of Associate Licensee and Associate Licensee acknowledges and agrees that the employee or agent or assistant is not an employee or agent or assistant of Company. Associate Licensee shall indemnify, defend, protect and hold harmless Company and any person or entity controlling, controlled by, or under common control with it, and each of its and their owners, shareholders, partners, members, divisions, officers, directors, employees, agents, and representatives, and all of their respective successors and assigns from, against and as to any and all claims, liens, actions, proceedings, orders, damages, defects, diminution, losses, loss of use, misappropriation, infringement, injuries, disabilities, liabilities, costs, remediations, repairs, settlements, violations of law, penalties, fines, forfeitures, judgments, and fees (including but not limited to, attorney, paralegal, expert, consultant and witness fees, and other legal costs and expenditures) of any nature and description whatsoever, whether incurred by or made against any indemnitee or made by any third party, founded upon, caused or contributed to by, arising from or relating to, the actions or inactions of Associate Licensee or Associate Licensee's employee or agent or assistant arising under this Agreement, and is more specifically set forth under Section 17 below.

1.8. All commissions for real estate sales, in accordance with federal anti-trust legislation, shall be set only with regard to the principles of supply and demand in the market place. Company Associate Licensees shall have the authority to negotiate their own commissions with brokerage Clients.

2. TERM AND EXTENSION.

2.1. This Agreement is effective as of the date set forth above (the "Effective Date"), and shall remain in full force until written notice from either party to this Agreement is delivered to the other party expressing their desire to terminate this Agreement. Company or the Associate Licensee may terminate this Agreement at any time in writing. Upon termination of this Agreement, Associate Licensee's pending escrows shall be closed at Company and compensation there from, minus fees/expenses (including a transaction coordination fee, at then current rates, per transaction, shall be deducted from Associate Licensee's commission, which fee is in addition to the transaction fee that Associate Licensee is required to pay per transaction). Realty ONE reserves the right to incur an additional 20% fee on the closing of a transaction after an agent resigns or is terminated. Any current listings are to be forwarded to the transferred brokerage in a reasonable time if the Associate Licensee leaves in good standing, pays all outstanding fees in full and the Client(s) sign necessary paperwork to transfer the files to the transferred brokerage. Associate Licensee shall forfeit all proceeds and listings if a replacement brokerage is not established within one (1) business day of termination, or if he/she leaves the business. If terminated for cause, listings and pending files shall be released in the sole discretion of Company. As used herein, "good standing" means that Associate Licensee is not in breach of any term, covenant, condition, obligation or duty set forth in this Agreement, has no pending errors & omissions claims, and his or her license with the Department of Real Estate has not been restricted, suspended or revoked.

2.2. This Agreement shall also immediately and automatically terminate, without prior notice, if, for any reason, Associate Licensee breaches his or her obligations hereunder, or if Associate Licensee's License expires, is restricted, suspended or is revoked.

3. ORIENTATION.

3.1. Associate Licensee agrees to attend a Company Orientation Class within thirty (30) days from the Effective Date. Associate Licensee has been scheduled to attend the following orientation class.

Orientation Class Date: _____ Time: _____ Location: _____

3.2. Associate Licensee further agrees to create a Profile in MyROG/ZOne within thirty (30) days from the Effective Date.

4. DUTIES AND OBLIGATIONS.

4.1. Standard of Care. Associate Licensee agrees to conduct himself/herself and his/her business activities in accordance with the Code of Ethics of the National and Colorado Association of Realtors® (as may be amended), and applicable Colorado Department of Real Estate Regulations (as may be amended) and in compliance of laws as set forth in Section 4.4 below, the requirements of all of which are incorporated herein by reference and are part of this Agreement.

4.2. Relationship of Clients. Associate Licensee acknowledges that all agency relationships entered into for any real estate transaction exist solely between the Company as Broker and the transaction principal (the "Client").

4.3. Transaction Documentation. Associate Licensee acknowledges and agrees that all documentation associated with Associate Licensee's activities and transactions through Company shall be uploaded into paperless exchange within **72 hours**, after receipt of **EACH fully executed document (i.e. Associate Licensee shall not wait until the closing on the transaction to upload all transaction documents), as such delivery is a mandatory requirement of the Colorado Department of Real Estate. Failure to meet the 72 hour requirement may result in the Associate Licensee's commission check being delayed and/or mandate the use of Company's in-house transaction coordination service for an additional fee which shall be deducted from Associate Licensee's commission.**

4.4. Compliance with Laws. Associate Licensee shall comply with federal, state and local laws, rules and regulations (the "Laws"), using the level of care, skill and judgment ordinarily exercised by highly qualified members of Associate Licensee's profession currently practicing under similar conditions in the locality where the services are provided. All persons, including principals, Associate Licensee's employees or agents or assistants, providing any portion of the services on behalf of Associate Licensee shall be qualified, skilled in their trades and certified or licensed when required. Associate Licensee shall indemnify, defend, protect and hold harmless Company and any person or entity controlling, controlled by, or under common control with it, and each of its and their owners, shareholders, partners, members, divisions, officers, directors, employees, agents, and representatives, and all of their respective successors and assigns from, against and as to any and all claims, liens, actions, proceedings, orders, damages, defects, diminution, losses, loss of use, misappropriation, infringement, injuries, disabilities, liabilities, costs, remediations, repairs, settlements, violations of law, penalties, fines, forfeitures, judgments, and fees (including but not limited to, attorney, paralegal, expert, consultant and witness fees, and other legal costs and expenditures) of any nature and description whatsoever, whether incurred by or made against any indemnitee or made by any third party, founded upon, caused or contributed to by, arising from or relating to, the actions or inactions of Associate Licensee arising under this Agreement, and is more specifically set forth under Section 17 below. Further, Associate Licensee shall not link or recite any newspaper, magazine or any other copyrighted articles to any blog maintained by the Associate Licensee, unless written permission is obtained by the owner of the copyrights (see Policies).

4.5. Disputes and Claims. Associate Licensee agrees to immediately notify in writing the Company's Designated Broker with the Department of Real Estate for the State of Colorado ("Designated Broker"), Managing Broker and the corporate Risk Manager in writing of any potential dispute, claim and/or lawsuit to which they are a party or may become a party. Company reserves the right hold commission funds if Associate Licensee is involved in a commission dispute. Commission funds shall be released upon resolution of any commission dispute as determined by Company.

4.6. Checks from Clients. Associate Licensee agrees to instruct his/her Clients to make checks payable to the title/escrow company identified in the contract documents and comply with the business and professions code. At no time shall Associate Licensee accept Client checks made payable to Associate Licensee directly. e agrees to submit receipt of any check(s) to Company within 24 hours of receipt.

4.7. Commission Disputes. In the event of a commission dispute, Associate Licensee acknowledges and agrees that Company shall not be required to institute an action for commission or pay any attorney's fees, costs or any other monetary sums to collect the commission, and that Associate Licensee shall advance all attorney's fees and costs should Company chose to initiate a commission action. Company shall cooperate with the collection of any disputed commission, unless the collection places Company at risk, which determination shall be in the sole discretion of Company. If Company shall in any way become responsible for any cost or damage arising from its cooperation in collecting a disputed commission, Associate Licensee shall indemnify, defend, protect and hold harmless Company and any person or entity controlling, controlled by, or under common control with it, and each of its and their owners, shareholders, partners, members, divisions, officers, directors, employees, agents, and representatives, and all of their respective successors and assigns from, against and as to any and all claims, liens, actions, proceedings, orders, damages, defects, diminution, losses, loss of use, misappropriation, infringement, injuries, disabilities, liabilities, costs, remediations, repairs, settlements, violations of law, penalties, fines, forfeitures, judgments, and fees (including but not limited to, attorney, paralegal, expert, consultant and witness fees, and other legal costs and expenditures) of any nature and description whatsoever, whether incurred by or made against any indemnitee or made by any third party, founded upon, caused or contributed to by, arising from or relating to, the actions or inactions of Associate Licensee arising under this Agreement, and is more specifically set forth under Section 17 below. Associate Licensee shall pay any and all attorney's fees and costs in a timely manner. In the event Associate Licensee does not pay the attorney's fees and costs in a timely fashion, Company, in its sole and absolute discretion, may dismiss any commission action. Pending the outcome of any attorney fees dispute between Associate Licensee and attorney, the amount owing shall be paid by Associate Licensee to the Company pending a determination of the fee dispute with the attorney.

5. BUSINESS OF COMPANY.

5.1. Associate Licensee understands and agrees that Company is primarily a residential real estate brokerage company. Associate Licensee is only authorized to solicit buyers and sellers for residential properties, which consist only of the following:

- 5.1.1. Single family dwellings;
- 5.1.2. Residential income property, not to exceed four (4) units; and
- 5.1.3. Vacant subdivided building lots which are zoned residential, with each lot permitting the construction of no more than one(1) to four (4) residential units; or
- 5.1.4. Non-subdivided land for residential development of no more than one (1) to four (4) residential units within the entire parcel.

5.2. For any deviation from Section 5.1, Associate Licensee shall secure prior written approval from Company's Designated Broker and Managing Broker .

6. PROHIBITED/APPROVAL NEEDED REAL ESTATE ACTIVITIES.

6.1. Associate Licensee agrees not to engage in any of the following prohibited Real Estate licensed activities defined as follows:

- 6.1.1. **"Property Management"** means the physical, administrative or financial maintenance and management of real property, or the supervision of such activities for a fee, commission or other compensation or valuable consideration, pursuant to a Property Management Agreement.
- 6.1.2. **"Business Opportunity"** means the sale or lease of any established or ongoing business or enterprise or the sale or lease of a start-up business or enterprise, regardless of the type of business mechanism that is being purchased, sold or leased, including asset purchase and sale, corporation stock transfers, membership interests in limited liability companies or interests in general or limited partnerships, franchise opportunities or distributorship opportunities or any other type of business endeavor.
- 6.1.3. **"Commercial Transaction"** is defined as any attempted or completed transaction involving real property, except a dwelling or property with only one to four dwelling units used strictly for residential use. Commercial Real Estate includes, but is not limited to, property used for commercial, industrial, retail, office, multi-family (more than four residential units), hospitality, business opportunity (defined above), medical education per educational purposes, land including residential land which includes two or more lots, and properties used for residential purposes which have more than four residential dwelling units. Residential properties of one to four units that have mixed use purposes are also considered Commercial Properties. (Commercial Transactions will be approved via Managing Broker according to agents experience.)
- 6.1.4. **"Flip Properties"** means the acquisition of property that Associate Licensee is purchasing for his/her own account, use or benefit (whether for personal use or for resale (a **"Flip"**), Associate Licensee shall first disclose the transaction to Company and obtain written consent to proceed with such transaction(s). In no event may Associate Licensee enter into a contract to sell or Flip the property until Associate Licensee holds title to the subject property after a conventional closing thereon. ("Flip Properties" will be approved via Managing Broker according to agents experience.)
- 6.1.5. **"Loan Brokerage"** is defined as a person who, for a compensation or in expectation of a compensation, regardless of the form or time of payment, solicits or causes to be solicited through express or implied representations, borrowers or lenders for or negotiates loans or collects payments or performs services for borrowers or lenders or note owners in connection with loans secured directly or collaterally by liens on real property or on a business opportunity.

6.1.6. Within the meaning of Section 6, Associate Licensee may nonetheless engage in the foregoing prohibited activities, if only if, Sections 6.1.7, 6.1.8, and 6.1.9 are all satisfied:

6.1.7. Associate Licensee secures Company's Designated Broker and Managing Broker's prior written approval to represent clients in Property Management, Business Opportunities, Commercial Transactions, Flip Properties or Loan Brokerage as defined above;

6.1.8. Associate Licensee seeking to represent clients in Property Management, Business Opportunities, Commercial Transactions, Flip Properties or Loan Brokerage submits to Company a commercial agent application and resume for prior written approval by the Company's Designated Broker and Managing Broker.

6.1.9. Pursuant to subsection 6.2.1 and 6.2.2 above, Associate Licensees may assist their client in Loan Brokerage, if and only if, it is a vendor financing in a transaction wherein the seller is the lender.

6.2. In the event Associate Licensee engages in the foregoing prohibited activities without complying with Sections 6.1.7, 6.1.8, and 6.1.9 above, (1) such prohibited activities shall not be done under Company's Broker license; (2) no facilities of Company (including but not limited to phones, fax, computers, and office space) shall be used for any such prohibited activities; (3) Associate Licensee shall not use any marketing, solicitation or contact information of any kind or medium that include Company's name or any derivative thereof (including business cards) for such prohibited activities; and (4) Associate Licensee informs any actual or intended Principal for whom Associate Licensee performs or intends to perform such prohibited activities that the prohibited activities are not performed under Company's Broker license.

7. SOCIAL MEDIA.

7.1. The internet offers a variety of ways to promote services and Client properties. Associate Licensees who use the internet or social networking sites to promote themselves or their business are also representing Company. This policy is intended to cover any conduct that reflects adversely upon Company. Said conduct may be reviewed under this policy. Whether it is a personal website, email, participation in email discussion groups, social network sites or use of any other internet tools, there are certain standards that shall be upheld no matter how messages are sent, such as the following:

- Name/Logo of Brokerage displayed prominently;
- Name/Logo displayed prominently on each page;
- Address of the Brokerage office with which you are affiliated;
- Phone/fax/email of the Brokerage office;
- Name of the Agent responsible for the website;
- State of Licensure;
- Any other Requirements mandated by state law and regulation.

7.2. Associate Licensee is responsible for ensuring that the use of the site is consistent with the Code of Ethics, local, state and federal laws and all applicable real estate license laws and regulations, including where necessary identifying Associate Licensee. Associate Licensee shall **NEVER** link or cite articles of newspapers, magazines or general circulations in any blog or Associate Licensee's website, unless Associate Licensee obtains written permission to use the materials from the original publishing source. Copyrights are vested immediately with the author of an original work even if the copyright is not filed with the U.S. Copyright Office. The copyright owner has the right to say who may use the work, in what format and for what purpose. **Simply stated, if you want to use something that you did not create, make sure you have the right to do so. And if you do not, contact the person who did create it, the copyright owner, and get permission to use it.**

7.3. Associate Licensee shall immediately change, modify or cease any and all internet and Social Media activity upon Company's demand if Company determines, in its sole and absolute discretion, that Associate Licensee's Social Media or internet activity reflects adversely on the Company.

7.4. Associate Licensee shall secure approval from the Company for all advertising and marketing materials, shall be in compliance with federal and state statutes, and display proper logos (i.e. Fair Housing, REALTOR®). Advertising and marketing may not be charged to any brokerage account without the express, written prior approval from the Company. All internet and print marketing material shall include the company logo in its original format (not stretched). Business cards shall be ordered within 15 days of association with the brokerage. All business cards and signs shall comply with templates approved by Company. Failure to do so may result in immediate termination. Associate Licensees are encouraged to shop on MyROG Shop for the best pricing on Company promotional items.

8. REAL ESTATE EXPENSES.

Associate Licensee shall pay, when due, all costs to conduct business on his/her own accord. This includes, but is not limited to, all taxes referenced in Section 1.2 as well as insurance premiums, Worker’s Compensation Insurance for Associate Licensee’s employees or agents or assistants, Federal and State tax withholding for Associate Licensee’s employees, Colorado Department of Real Estate fees, city/state/county business licenses, National and Colorado Association of Realtor® fees, MLS fees, postage, copier, all types of phone/internet service, business cards, signs, lockboxes, and advertising. Associate Licensee has no authority to, and shall not shall not commit or bind Company to any obligation, contract, agreement, cost or expense. Associate Licensee shall not make orders for products or services with vendors using Company’s name, or any affiliate of Company.

9. COMPENSATION.

Company shall pay Associate Licensee on a commission only basis. Company shall pay Associate Licensee its commission on the following terms: *(Company to initial only one)*:

Initials	Compensation Plan	Description
	100% Simple Program	One hundred percent (100%) of gross commissions for each completed transaction, less applicable fees (in accordance with Sections 10, 11, and 12 below.)
	Coaching Program (See Appendix A)	For first (5) Transaction based on, ____, ____, ____, ____, ____ of gross commissions for each completed transaction resulting in the payment of compensation or commission to Realty ONE Group, for the first (5) five completed and closed transactions, excluding rentals, if applicable, less applicable fees (in accordance with Sections 10, 11, and 12 below.)

NOTE: In the sole discretion of Company, Associate Licensee may be enrolled in the Coaching Program if additional Mentoring is required.

10. FEES.

10.1. Associate Licensee shall pay Company the following fees:

Initials	Plan	Fee Description
	<p>100% Simple Program</p>	<ul style="list-style-type: none"> • Sign Up Fee of \$100; • Monthly Site Access Fee of \$120; • Associate Licensee shall also be responsible for an Errors and Omissions insurance according to state requirements. For any legal action commenced giving rise to a claim under any Errors and Omissions policy wherein the Associate Licensee is a named party, or which Associate Licensee participated in the transaction giving rise to the claim, the deductible required pursuant to the policy terms shall be due and payable by the Associate Licensee upon Company's written demand; • Fees Per Transaction as set forth in Section 11 below; and • Administrative Costs as set forth in Section 12 below. • Company reserves the right to deduct any outstanding fees, dues or rents or any other monies owed Company from earned commissions due Associate Licensee.
Initials	Plan	Fee Description

	<p>Coaching Program (See Appendix A)</p>	<ul style="list-style-type: none"> ▪ Sign Up Fee of <u>\$100</u>; ▪ Monthly Site Access Fee of <u>\$120</u>; ▪ Associate Licensee shall also be responsible for an Errors and Omissions insurance according to state requirements. For any legal action commenced giving rise to a claim under any Errors and Omissions policy wherein the Associate Licensee is a named party, or which Associate Licensee participated in the transaction giving rise to the claim, the deductible required pursuant to the policy terms shall be due and payable by the Associate Licensee upon Company's written demand; ▪ Commission calculations for Associate Licensee participating in the Coaching program shall be based on first 5 deals, ____, ____, ____, ____, ____, based on gross commissions earned less the required \$200 Transaction Fee per every \$250,000 and the \$175 Document Storage Fee, which fees are further defined in Sections 11 and 12 below; ▪ Fees Per Transaction as set forth in Section 11 below; and ▪ Administrative Costs as set forth in Section 12 below. ▪ Company reserves the right to deduct any outstanding fees, dues or rents or any other monies owed Company from earned commissions due Associate Licensee.
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10.2. Payments due on the 1st day of the month which are not received by the end of the business day on the 5th of the month are subject to a late fee of \$25, which shall be assessed on the 6th day of the month. If payment is made by check and the check is returned for non-sufficient funds, a \$25 NSF check fee shall be assessed. If payment is made by credit/debit card, Associate Licensee authorizes Company to charge his/her credit/debit card the fee and/or any late fees. This authorization remains in effect until canceled in writing or upon termination of this Agreement. Fees are non-refundable. Associate Licensee acknowledges and agrees that AutoPay debits to the Associate Licensee's bank or credit card account shall be debited/charged on the 1st of each month fees are due.

11. FEES PER TRANSACTION (on earned commissions):

11.1. Compensation to Associate Licensee of less than \$1,000 (Referrals, Rentals and BPO's):

- Associate Licensee shall pay Company 10% of gross compensation of \$999.99 or less (ex. \$200 = \$20 fee). If \$1,000 or more, as set forth in section 11.2 below

11.2. Compensation to Associate Licensee equal to or more than \$1,000:

- Associate Licensee shall pay Company a \$200 transaction fee per closed buy/list sales transaction. Leases \$200.00 transaction fee for every \$5,000.00 in commission(ex: \$6,500.00 commission = \$400.00 Trans Fee
- Associate Licensee shall pay Company an additional transaction fee of \$200 for each increment, or portion thereof, of the gross sales price/values based on the following incremental amounts:
 - Per each "Two Hundred Fifty Thousand Dollars (\$250,000)" of gross sales price on closed residential transactions;
 - Per each Two Hundred Fifty Thousand Dollars (\$250,000) of gross sales price on closed non-residential transactions.
- Associate Licensee participating in transactions with dual representation shall be responsible for payment of the transaction fee on both sides of the transaction.
- *As an example, if the gross sales price of a residence is \$1,200,000, Associate shall pay Company*

transaction fees totaling \$1,175 per side (\$200 from first \$250,000 increment + \$200 from second \$250,000 increment + \$200 from third \$250,000 increment + \$200 from Fourth \$250,000 increment + \$175 Document Storage Fee in accordance with Section 11.3.) If participating in a dual representation, Associate Licensee shall pay Company a total of \$2,350 for both sides of the transaction).

11.3. **Document Storage Fee:** Client(s) and/or Associate Licensee shall pay a document storage fee of \$175 (“Document Storage Fee”) to Company on each closed buy/sale transaction. Working in conjunction with Compliance, this allows storage of transaction documents according to the required time frames set forth by the Department of Real Estate:

11.3.1. An Associate Licensee participating in dual representation shall be responsible for payment of the Document Storage Fee on both sides of the transaction.

11.3.2. Document Storage Fee is not applicable to referral fees, and/or BPO’s.

11.3.3. Associate Licensee shall be responsible for the Document Storage Fee if not paid by Client and shall be deducted from Associate Licensee’s commissions earned.

11.4. Company reserves the right to deduct any outstanding fees, dues or rents or any other monies owed Company from earned commissions due Associate Licensee.

12. ADMINISTRATIVE COSTS.

12.1. Associate Licensee is provided a 100 black and white print/copy allowance per month to be used for real estate business purposes only. Unused print/copy credits are not transferrable to subsequent months. Associate Licensee agrees to and shall pay \$.10 per page in excess of the black and white limits referenced herein. Associate Licensee will receive 50 color copies a month and agrees to and shall pay \$.25 per page for all color print/copies over 50.

12.2. A \$25 fee shall be assessed if a commission check is re-cut due to Associate Licensee error.

13. AGENT REFERRAL CREDITS.

13.1. **Refer 3 REALTORS® (who officially become real estate salespersons with Company) and all regular monthly fees are waived for one (1) year beginning the 1st of the month following the hire date of the 3rd REALTOR® referred.**

13.2. REALTORS® referred in excess of three (3) can be used towards future Free for Year (“FFY”) and can be utilized and credited commencing on the 13th after the last period where FFY was obtained (“FFY Credits”).

13.3. Associate Licensee with FFY credits who disassociate with Company have thirty (30) days to return to Company without forfeiting FFY credits.

13.4. Associate Licensees forfeit FFY credits thirty (30) days after disassociation from Company.

14. REFERRAL FEES TO OUTSIDE BROKERS and/or ASSOCIATE LICENSEE/SALESPERSON.

Referral fees shall only be paid to the referring broker and/or to the broker of any state licensed referring associate licensee/salesperson in accordance with a written agreement between Associate Licensee, approved by the Company prior to close of escrow. All referral fees are to be paid out of the Associate Licensee’s gross share of commissions. A fully executed W9 from the referring broker with its EIN number is required in order to process the referral fee, including rentals. No associating broker or agent not licensed in the state in which the property exists shall assist in any transaction referred.

15. STATE / BOARD REQUIRED & BUSINESS LICENSE.

All Associate Licensees shall be active members of their local, state, and National Board/Association of Realtors, but not required. Where required, Associate Licensee shall also acquire a business license. No licensed Real Estate activities may be conducted without the appropriate license.

16. CONFIDENTIALITY.

16.1. Access. Associate Licensee acknowledges that in connection with the performance of services as a Associate

Licensee pursuant to the terms of this Agreement, Company shall make available to the Associate Licensee, or the Associate Licensee shall have access to, certain Confidential Information (as defined below) of Company and its affiliates. The Associate Licensee acknowledges and agrees that any and all Confidential Information learned or obtained by the Associate Licensee while engaged as a Associate Licensee to Company or otherwise, whether developed by the Associate Licensee alone or in conjunction with others or otherwise, shall be and is the property of Company and its applicable affiliates.

16.2. Definition of Confidential Information. Associate Licensee shall hold in confidence and, without prior written approval of Company, shall not disclose to any third party, except to Company employees and approved subAssociate Licensees having a need to know, any Confidential Information provided or disclosed to Associate Licensee by Company or any of its subsidiaries or affiliated companies while engaged under this Agreement. Associate Licensee shall not use the Confidential Information for any purpose other than performing the services under this Agreement. For the purposes of this Agreement, “**Confidential Information**” shall mean (a) all confidential and proprietary information of Company, or its subsidiaries or affiliated companies, including, without limitation, Company’s financial statements, forecasts and business records, organizational charts and any and all strategic plans, Company’s marketing strategies, pricing policies or characteristics, customers and customer information, product or product specifications, designs, customer lists, business or business prospects, plans, proposals, codes, marketing studies, research, reports, forecasts, investigations, technical data or other information of similar character which is not openly communicated to or accessible by third parties, whether or not marked or identified as confidential or proprietary, (b) information concerning a third party as to which Company, a subsidiary or affiliated company has a non-disclosure obligation, and (c) information produced by Associate Licensee in the course of performing the services.

16.3. Duty not to Disclose. The Confidential Information shall be kept confidential by the Associate Licensee, shall not be used in any manner which is detrimental to Company, shall not be used other than in connection with Associate Licensee’s discharge of Associate Licensee’s duties hereunder, and shall be safeguarded by the Associate Licensee from unauthorized disclosure.

16.4. Return of Confidential Information. Following the termination of this Agreement, as soon as possible after Company’s written request, the Associate Licensee shall (i) return to Company all written Confidential Information which has been provided to the Associate Licensee, (ii) destroy all electronically stored Confidential Information, (iii) destroy all copies, versions, extracts, analyses, compilations, studies or other documents (including electronically stored data) prepared by the Associate Licensee or for the Associate Licensee’s use containing or reflecting any Confidential Information. Within five business days of the receipt of such request by the Associate Licensee, the Associate Licensee shall, upon written request of Company, deliver to Company a notarized document certifying that all such Confidential Information has been returned or destroyed in accordance with this Section 16.4.

16.5. Excluded Information. Confidential Information shall not include information that (i) is or becomes available to the public other than as a result of disclosure by the Associate Licensee, (ii) was known or available to the Associate Licensee on a non-confidential basis prior to the disclosure of the Confidential Material to the Associate Licensee in connection with this Agreement, provided that the source of such information was not bound by a confidentiality agreement or other contractual, legal or fiduciary obligation of confidentiality to any person with respect to such material or (iii) becomes available to the Associate Licensee on a non-confidential basis from a source other than the Company or its agents, advisors or representatives, provided that the source of such information is not bound by a confidentiality agreement or other contractual legal or fiduciary obligation of confidentiality to any person with respect to such material.

17. INDEMNIFICATION.

17.1. In the event that any legal claim arises from a transaction in which Associate Licensee was involved and whose actions give rise to that claim(s) (whether true or not), Associate Licensee shall be obligated to pay for any Errors and Omissions insurance deductible on behalf of Associate Licensee and Company upon demand therefore.

17.2. To the fullest extent permitted by law, Associate Licensee shall indemnify, defend, protect and hold harmless Company and any person or entity controlling, controlled by, or under common control with it, and each of its and their owners, shareholders, partners, members, divisions, officers, directors, employees, agents, and representatives, and all of their respective successors and assigns (collectively, the “**Indemnitees**” and each, an “**Indemnitee**”) from, against and as to any and all claims, liens, actions, proceedings, orders, damages, defects, diminution, losses, loss of use, misappropriation, infringement, injuries, disabilities, liabilities, costs, remediations, repairs, settlements, violations of law, penalties, fines, forfeitures, judgments, and fees (including but not limited to, attorney, paralegal, expert, consultant and witness fees, and other legal costs and expenditures) of any nature and description whatsoever, whether incurred by or made against any Indemnitee or

made by any third party, founded upon, caused or contributed to by, arising from or relating to, in the case of Associate Licensee's obligation to defend hereunder, allegedly founded upon, caused or contributed by, arising from or related to: (i) the willful or negligent act, error or omission, strict liability or statutory liability of Associate Licensee or any of its principals, employees or subAssociate Licensees or any of their respective employees, agents, representatives or invitees, and any other parties directly or indirectly employed by any one of the foregoing or reasonably under the control of any of the foregoing or for whose acts any of the foregoing may be liable (collectively, "**Associate Licensee's Representatives**"), or (ii) a breach or default of this Agreement by Associate Licensee or Associate Licensee's Representatives.

18. SECURITY.

Associate Licensee is aware that Company has video surveillance equipment at each branch office location for security reasons. Associate Licensee understands, agrees and gives permission to Company to record Company office activities (inclusive of those activities in which Associate Licensee is depicted) to utilize such security measures and further agrees that the images are the exclusive property of Company.

19. NO SOLICITATION.

Associate Licensee agrees not to solicit, recruit employ, or entice (either for him/herself, or for another) Company partners, affiliates, salespersons, agents and/or employees to leave Company during the Associate Licensee's association with Company. This obligation shall continue for a period of two (2) years after the termination of association of Associate Licensee with Company.

20. INSURANCE REQUIREMENTS.

20.1. Before the performance of any services under this Agreement, Associate Licensee shall obtain the types and levels of insurance specified below with insurance carriers acceptable to Company. As evidence of insurance coverage, Associate Licensee shall deliver (a) certificates of insurance issued by Associate Licensee's insurance carrier showing such policies in force during the term of this Agreement and (b) an endorsement to each policy, in form acceptable to Company, providing that the insurance coverage is primary and any insurance or self-insurance maintained by Company is excess and noncontributing. Each certificate of insurance shall provide that such policy shall not be subject to cancellation or non-renewal without thirty (30) days prior written notice delivered to Company. Company shall not be responsible for any costs or premiums or other charges for any insurance, endorsements or certificates required hereunder.

20.2. The required coverage is:

20.2.1. Auto Liability Insurance. Automobile liability insurance (including owned, hired and non-owned automobile) on an "occurrence basis, with deductibles reasonably acceptable to Company, covering all automobiles, trucks or other motor vehicles used in connection with the services, for One Hundred Thousand Dollars (\$100,000.00) /Three Hundred Thousand Dollars (\$300,000.00) for bodily injury and Fifty Thousand Dollars (\$50,000.00) for property damage.

20.2.2. Workers' Compensation. Associate Licensee shall pay for and maintain Workers' Compensation insurance for all of Associate Licensee's employees.

21. COMPLIANCE WITH FAIR HOUSING ACT.

21.1. It is the policy of Company to comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. 3601 et seq., by ensuring that dwellings are available to all persons without regard to familial status. "Familial status" means one or more individuals (who have not attained the age of 18 years) being domiciled with a parent or another person having legal custody of such individual or individuals, or the designee of such parent or other person having such custody, with the written permission of such parent or other person having such custody, with the written permission of such parent or other person. This policy means that, among other things, Company, and all its employees, agents, and representatives shall not discriminate in any aspect of the rental of dwellings against prospective renters because of familial status. Such employees, agents, and representatives may not:

21.1.1. Refuse to allow the sale or rental after the making of a bona fide offer, or refuse to allow the negotiation for sale or rental of, or otherwise make unavailable or deny, a dwellings to any person

because of familial status; or

21.1.2. Make, print, or publish, or cause to be made, printed or published any notice, statement, or advertisement, with respect to the rental of a dwelling that indicates any such preference, limitation, or discrimination based on familial status, or an intention to make any such preference, limitation or discrimination;

21.2. Any Associate Licensee or employee who fails to comply with this non-discrimination policy shall be subject to appropriate disciplinary action, which may include termination. Any action taken by an Associate Licensee or employee that results in the unequal service, treatment or behavior to residents on the basis of familial status may constitute a violation of state and federal housing laws. We are an equal housing opportunity provider. We do not discriminate on the basis of race, color, sex, national origin, religion, disability or familial status (having children under 18).

22. MORTGAGE DUAL CAPACITY.

If Associate Licensee conducts real estate brokering and/or mortgage origination activities pursuant to a license from any agency of the State of Colorado, it may not conduct real estate and mortgage representation activities for the same Client on the same transaction, unless approved by management.

23. TEAMS.

All teams, including team members, shall provide Company copies and up-to-date information regarding team structure and their team member agreements. If Associate Licensee and one or more licensees associated with Company participate on the same side of a transaction (either listing or selling) either on a singular, sporadic or permanent basis, Associate Licensee and other licensee associated with company shall have a written agreement between them that specifies all of the terms and conditions of their relationship including, but not limited to how the commission shall be allocated among the Associate Licensees. This written Agreement shall be provided to Company prior to performing any real estate based activity on behalf of a client. Further, this written Agreement shall be approved by Company's Designated Broker.

24. TELEPHONE CONSUMER PROTECTION ACT / DO NOT CALL RULES.

24.1. All Associate Licensees and their licensed assistants shall be required to comply with the federal law regarding telephone solicitations. This law applies to all solicitation calls made for any type of real estate transaction type or potential real estate client (buyer/seller). The Federal Trade Commission (FTC) issued the amended Telemarketing Sales Rule (TSR) on January 29, 2003 to the original TSR issued in 1995 that gives effect to the Telemarketing and Consumer Fraud and Abuse Prevention Act. This legislation gives the FTC and state attorneys general law enforcement tools to combat telemarketing fraud, give consumers added private protections and defenses against unscrupulous telemarketers, and help consumers tell the difference between fraudulent and legitimate telemarketing.

24.2. National Do-Not-Call rules took effect October 1, 2003. The Federal Trade Commission (FTC) maintains a national registry of residential telephone numbers and cell phone number (National Registry) in which no telephone solicitation call may be placed. Business numbers may not be listed with the National Registry. A telephone solicitation is defined as the initiation of or investment in, property, goods or services. In other words, just about any call made by a real estate professional in the course of business is going to fit the definition of a telephone solicitation. Associate Licensees are responsible for familiarizing themselves and adhering to this federal policy.

25. NON-HARASSMENT.

25.1. Company is committed to providing a work environment free of unlawful harassment, and insists that all employees and Associate Licensees be treated with dignity, respect, and courtesy. Sexual and other forms of harassment of employees and Associate Licensees are contrary to Company's policy and prohibited by law. Sexual harassment is defined as unwanted sexual advances or visual, verbal, or physical conduct of a sexual nature, whether the employee is male or female. Sexual harassment also includes many forms of offensive behavior such as:

25.1.1. Unwanted sexual advances;

25.1.2. Offering employment benefits, favorable assignments, reviews, promotions, or other advantages in exchange for sexual favors;

- 25.1.3. Making or threatening reprisals after a negative response to sexual advances;
- 25.1.4. Visual conduct such as leering and/or making sexual gestures;
- 25.1.5. Displaying, viewing, or transmitting sexually suggestive emails, objects, pictures, cartoons, or posters;
- 25.1.6. Written communications or verbal conduct such as making or using derogatory comments, vulgar language, epithets, slurs, and jokes;
- 25.1.7. Written or verbal sexual advances or propositions;
- 25.1.8. Written or verbal abuse of a sexual nature such as unwelcome and/or graphic commentaries about an individual's body or dress; sexually degrading words used to describe an individual; suggestive or obscene letters, notes or invitations;
- 25.1.9. Physical conduct, such as touching, assaulting, impeding, or blocking movements;
- 25.1.10. Asking questions about sexual conduct or sexual orientation or preferences; or
- 25.1.11. Any other offensive conduct.

25.2. Company does not tolerate harassment of any kind. Any form of harassment which violates federal, state or local law including, but not limited to harassment related to an employee's race, religion, color, sex, sexual orientation, national origin, ancestry, citizenship status, uniformed service status, marital status, pregnancy, age, medical condition, handicap or disability is a violation of this policy and shall be treated as a disciplinary matter.

26. WAIVER/SEVERABILITY.

Any waiver, in whole or in part, of any provision of this Agreement shall not be considered to be a waiver of any other provision. If any term of this Agreement is found to be unenforceable or invalid for any reason, all other terms shall remain in full force and effect.

27. AUTHORITY.

Each party represents and warrants that it has taken all requisite action to approve execution, delivery and performance of this Agreement and that this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with its terms.

28. ATTORNEYS FEES.

Associate Licensee and Company agree that the prevailing party in any dispute under this or arising out of this Agreement shall be entitled to an award of attorneys' fees and costs as ordered by a court of competent jurisdiction, including arbitration and the arbitrator's costs and fees.

29. GOVERNING LAW.

This Agreement, the exhibits hereto and all documents or instruments executed pursuant hereto shall be governed and construed in accordance with the laws of the State of Colorado, without regard to conflict of law provisions.

30. DISPUTE RESOLUTION.

30.1. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by submission to final and binding arbitration, without the availability of punitive damages, and not by a lawsuit or resort to court process except as provided by law for judicial review or enforcement of arbitration proceedings.

30.2. All parties to this Agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration. Associate Licensee may wish to seek outside advice of counsel concerning this procedure.

30.3. In rendering the award, the arbitrator shall determine the rights of the parties according to the substantive laws of the State of Colorado.

30.4. The proceedings shall be administered by Judicial Arbitration & Mediation Services, Inc. (JAMS) in accordance with their then existing streamline rules of Practice and Procedure.

30.5. Notwithstanding that this is a mutually bargained for arms-length transaction, in the event that Associate

Licensee does not desire to participate in dispute resolution pursuant to and as set forth in this Section 30, the Associate Licensee can decline to participate in the dispute resolution as set forth herein by giving written notice to Company's Managing Broker of Associate Licensee's election not to participate within thirty (30) days of this Agreement being executed by Associated Licensee and Company.

31. PROFESSIONAL WORK PRODUCT.

All work product generated by Associate Licensee or any of Associate Licensee's representatives pursuant to this Agreement, including but not limited to all documents, drawings, plans, draft and final reports, masters, work papers, memoranda, conclusions, recommendations, photographic materials (including but not limited to photographs, negatives, prints, video, digital files, digital images, proofs and masters) and other materials and data generated under this Agreement, including but not limited to duplicates thereof, in whatever form or media, together with all trademark, copyright and other rights thereto (collectively, "**Work Product**"), are and shall remain the exclusive property of Company. To the extent Associate Licensee has or will have any ownership interest in the Work Product, Associate Licensee hereby assigns and transfers to Company all of Associate Licensee's right, title and interest in the Work Product in all media, in perpetuity. Without limiting those rights, Company may, in Company's discretion, choose to allow Associate Licensee to maintain possession of any items of the Work Product. Associate Licensee shall not use the Work Product for any purpose without the prior written consent of Company. Associate Licensee shall insure that all of Associate Licensee's representatives agree to and abide by the foregoing.

32. ASSIGNMENT.

Associate Licensee may not assign his/her rights or obligations under this Agreement without written consent provided by the Company's Managing Broker. Such consent shall not be unreasonably withheld. Company can assign their rights and obligations under this Agreement without the consent of Associate Licensee.

33. CONSTRUCTION.

This Agreement has been negotiated between independent Parties who are sophisticated and knowledgeable in the matters contained in this Agreement and who have acted in their own self-interest. Accordingly, any rule of law including Section 1654 of the Colorado Civil Code, as well as any other statute, law, ordinance, or common law principle, or other authority of any jurisdiction of similar effect, or legal decision that would require interpretation of any ambiguities in this Agreement against the Party who has drafted it, is not applicable and is hereby waived. The provisions of this Agreement shall not be interpreted or construed against any Party because such Party, or any attorney or representative for that Party, drafted this Agreement or participated in the drafting of this Agreement.

34. ENTIRE AGREEMENT.

This Agreement, including all of its Exhibits, as to its subject matter, exclusively and completely states the rights, duties and obligations of the parties and supersedes all prior and contemporaneous representations, letters, proposals, discussions and understandings by or between the parties. This Agreement may only be amended in writing by both parties. The parties, by their representatives signing below, agree with the terms of this Agreement.

35. NOTICES.

As a condition of continued association, Associate Licensee agrees to abide by any future changes to this Agreement of Policies which are distributed to the Associate Licensee either by email, company web site and/or any other method in writing, taking effect as stated in the notice and when provided to the Associate Licensee. Such amendment of this Agreement shall occur, even though this Agreement is not amended in writing with signatures of the parties. Associate Licensee, by executing the Agreement, agrees to abide by all such future change, his/her sole remedy is to terminate this Agreement. Otherwise, any such amendment shall be deemed binding against the Associate Licensee.

36. SURVIVAL.

All of Associate Licensee’s releases and waivers, all of Associate Licensee’s obligations to indemnify, defend, protect and hold harmless and all other obligations, representations and warranties of Associate Licensee which by their nature are required or intended to be performed after the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement until the expiration of the applicable statute of limitations or such obligations are otherwise performed in full. Survival of any release, waiver, obligation, warranty or guaranty as provided above shall not serve or be deemed to constitute a waiver by Company or any right or remedy of Company under this Agreement, and shall not serve or be deemed to extend any time or date by which a condition is to be satisfied or an obligation is to be performed by Associate Licensee.

37. REMEDIES.

Each right, privilege and remedy afforded Company under this Agreement arising from or related to the failure of Associate Licensee to perform his or her obligations under this Agreement shall be separate, distinct and cumulative, and shall be in addition to every other right, privilege or remedy now or hereafter existing at law, in equity or otherwise. The exercise of Company of any one or more right or remedy shall not be deemed or construed to be a waiver of or to prejudice or preclude the concurrent or later exercise of any or all other rights and remedies provided for in this Agreement or now or hereafter existing at law, in equity or otherwise.

By checking the “I agree to have the Terms and Conditions presented electronically,” which I hereby adopt as my electronic signature, I consent and agree that:

This Agreement may be created, signed and executed via facsimile or electronic signature (e-signature). Any facsimile signature or e-signature shall be treated as if it is an original signature and given the same binding effect as an original signature. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

_____ I agree to have the Terms and Conditions presented electronically.

In witness hereof, Associate Licensee and Company have signed this Agreement as of the date written above.

ASSOCIATE LICENSEE:

COMPANY: Realty ONE Group Premier

Dated: _____

Dated: _____

Signature

Signature

Print Name

Print Name/Title

Address:

City, State, Zip

Appendix A Mentee Program Only

The following is to define sales of personal residences & friends and family for agents in the mentee program.

- **Personal Residence:** Mentee's are permitted to one personal residence sale per year (unless approved by management) without paying the mentee 50/50 split to Realty One. The following applies to the agreed upon Realty ONE fee that will be collected from closing funds. (Standard Realty ONE Transaction Fees Still Apply)
 - A \$1,500.00 Mentee Fee will be collected for transaction up to \$499,999.99
 - A \$3000.00 Mentee Fee will be collected by ROG for a transaction \$500,000.00 and above.

Example: If the sale or purchase is \$375,000.00 the Mentee Fee is \$1,500.00

- **Friends and Family:** Any transaction that is performed for friends and family and the Mentee chooses not to take the standard 2.8% or greater commission the following will apply: (Standard Realty ONE Transaction Fees Still Apply)
 - The Mentee will still need to account for the Realty ONE portion of the 50/50 split.

Example: If the property is \$350,000.00 and the commission is 2.8% (\$9,800.00) then agent must account for the 50% (\$4,90.00) portion of the total commission for Realty ONE.