



Agent Profile

Name _____

Address _____

City _____ State _____ Zip Code _____

Cell Phone _____ Email _____

RE License # _____ Renewal Date _____

Driver License # _____ SSN or EIN _____

RE Board _____

How did you hear about us? Agent: _____

Social Media Email

How long have you been licensed? _____

If less than 2 years, how many deals have you closed? _____

If less than 2 years, who will be your mentor?

Name _____

Cell Phone _____

Recruiter _____

Please include a copy of your Driver License.



POLICY AND PROCEDURES MANUAL

This policy manual has been developed to assist our Agents in performing their respective duties and clarify the Company's responsibilities to our Agents. It is important that our Agents continue to remain informed as to Company policies and procedures and for that reason Agents will be notified by email of pertinent changes or Company updates, so it is critical that email is checked frequently. If for some reason an Agent is not receiving regular email from Zeff Realty LLC, please contact us so that we may update our records accordingly.

Independent Contractors: All Agents are independent contractors and are responsible for all their own business expenses such as advertising, business cards, yard sign installation cost, lock boxes, open house signs, etc. In the event the Company incurs any expense on behalf of the Agent, the Agent agrees to reimburse the Company immediately upon presentation of any invoice.

Office Facilities: The Company will strive to provide adequate office space whenever possible to all Agents, and Agents will be permitted to use copy machines, fax machines, computer stations, phones, conference rooms, and receptionist at no additional charge to Agent. Desk space is neither assigned nor guaranteed and may be shared by many Agents on a first come basis. It is expected that Agents have a home office where they may be able conduct their business.

Office Key and Alarm Policies: Please treat our offices as you would your own home and respect our facilities. Office access is available to all Agents 24/7; however, please adhere to the following regulations:

- 1 - You must lock and secure all office doors if you are the last to leave.
- 2 - You must turn off all the lights.
- 3 - Re-set the alarm system (when applicable)
- 4 - You accept responsibility for any loss or theft due to negligence.
- 5 - There is an office key fee of \$55 should you want a key. Upon termination, the key must be returned.

Transaction Coordinators are responsible for document compliance and quality control on all sales, rentals and listings. It is their responsibility to ensure that all real estate files are properly documented and fully executed. Transaction Coordinators require files be submitted to them (by email, or in person) in a timely fashion, typically within 3 business days of execution. Please make sure your files are legible and FREC compliant and follow Zeff Realty LLC guidelines as referenced on the "Required Documentation Checklist". Delays in providing timely paperwork may result in fines and penalties to the Agent.

Listings: Agents are responsible for turning in complete listing files and supporting documentation within three business days of execution to the Transaction Coordinators.

These files can be emailed or hand delivered.

- 1 - Protected listings: The Agent is assured of receiving all incoming inquires from either buyers or other Realtors. No other Agent will interfere with your listing contacts. All calls are immediately forwarded to the Agent.
- 2 - The minimum listing term of all listings accepted is 3 (three) months.
- 3 - The minimum co-op commission when offered on the MLS is 2% to the co-op agency.
- 4 - Listing commissions are negotiable. Refer to Commissions paragraph for specifics.
- 5 - Upon termination, Agents may take their Active listings with them to their new broker.
- 6 - Agents are responsible for the cost of yard sign installation and may be billed directly by the sign installation company. Invoices must be paid promptly to insure non-disruption of services.

Commissions: Zeff Realty LLC strives to pay commissions in a timely fashion to our agents but Agents must make sure that the files are complete and legible. Missing documentation may delay compensation. In general, commissions will be paid within 5 (five) business days of the date that the Transaction Coordinator receives the final documents including the closing statement and check(s) payable to Zeff Realty LLC (and the file is complete). Commissions may be paid at closing if all required documents are submitted prior to closing.

1 - **Negotiated Commissions:** The Company realizes that from time to time the Agents may be required to negotiate the real estate commission due to competitive market conditions. This is perfectly acceptable and does not require prior Broker approval. Agents are not permitted to advertise in any way that the Company is willing to discount or reduce commissions.

2 - **Personal Transactions** are not exempt from paying the Company for any commissions due or transaction fees. However, the Agent may receive a credit for their commission at closing, with prior authorization from the Transaction Coordinator.

Escrow: Zeff Realty LLC does not maintain an active escrow account for Real Estate sales and purchases. Please ask your buyers to make their escrow checks payable to a third party of choosing (attorney, Title Company). Although Zeff Realty LLC is not holding escrow, Agents are still responsible for assuring that all escrow deposits are made in a timely fashion. All initial deposits must be submitted for deposit by the next business day and all additional deposits must be submitted according to the date specified in the sales contract. Agents must forward copies of all escrow checks to the Transaction Coordinator. Failure to follow correct procedure will result in severe consequences.

Zeff Realty LLC maintains errors and omissions insurance for the purpose of defending both the Company and the Agent. However, the Agent is also responsible to defend any legal, administrative, state, federal, or agency actions brought against Zeff Realty LLC with regards to any real estate transaction where the Agent was involved. If the Agent does not make defense and Zeff Realty LLC is the defendant, the Agent is responsible for all losses including, but not limited to, attorneys fees.

Commission Defense: If Broker is required to defend a real estate commission due Zeff Realty LLC, Broker will be compensated at an hourly rate of \$100 per hour for each hour expended in Court and/or depositions. Furthermore, Agent will be fully responsible for any legal and filing fees.

Confidentiality: All Company information is considered proprietary and strictly confidential and should not be duplicated for the purpose of distribution to third parties.

Solicitation: Agent will not directly solicit, market, or recruit for any reason whatsoever any other agent within the Zeff Realty LLC organization during this agreement or for a period of five (5) years after the termination of this agreement.

Returning Agents: If the Agent makes the choice to return to the Company after having left for an unspecified period of time, the Agent may be required to interview prior to rejoining the Company. The interview must take place between the Corporate Director of Recruitment and the returning Agent.

Code of Ethics and Standards of Practice of the National Association of REALTORS®: I have read and agree to abide by the Code of Ethics and Standards of Practice of the National Association of REALTORS®.

Agent Signature

Date



INDEPENDENT CONTRACTOR AGREEMENT BETWEEN BROKER AND ASSOCIATE

Florida Association of Realtors®

Zeff Realty LLC ("Broker") is licensed as a real estate broker in the State of Florida and performs acts designated within Chapter 475, *Florida Statutes*, enjoys goodwill and a reputation for dealing with the public, and maintains an office for the purpose of serving the public as a real estate broker.

_____ ("**Associate**") is licensed as a Sales Associate (license number SL/BL _____)

Broker Associate (license number BK _____) in the State of Florida and is properly qualified to deal with the public as such.

Effective _____ ("effective date"), **Broker** and **Associate** agree to associate pursuant to the following terms and conditions.

1. Employment Status. **Broker** retains **Associate** as an independent contractor to assist **Broker** in the performance of real estate-related activities. With respect to the clients and customers for whom service is performed within the scope of this Agreement, **Associate** will be construed to be an agent of **Broker**; other wise, **Associate** will not be deemed a servant, employee, joint venturer or partner of **Broker** for any purpose. **Associate** will not be treated as an employee for Federal tax purposes with respect to the services performed for **Broker** under this Agreement. **Associate** is responsible for paying his/her own estimated income tax payments, self-employment taxes, occupational taxes and other taxes, if any, to the appropriate governmental entities. **Broker** will not withhold any taxes from compensation due to **Associate**, nor will **Broker** provide worker's compensation insurance for **Associate**.

2. Associate Responsibilities. **Associate** will use his/her best efforts to procure real estate-related business for **Broker** and will conduct his/her business in a reputable manner and in conformance with all laws, rules, regulations and codes of ethics that are binding upon or applicable to real estate licensees, and with **Broker's** office policy manual, if any.

A. Compliance. **Associate** recognizes and acknowledges the obligation to keep abreast of all legal and other issues that affect the real estate industry as they may change from time to time. **Associate** will not commit any act that violates Florida real estate license law.

(1) Fair Housing. **Broker** and **Broker's** company support and practice Fair Housing principles. **Associate** has been advised that failure to comply with Fair Housing principles will result in appropriate disciplinary action and possible termination of this agreement. **Associate** warrants and represents that it is **Associate's** intent to attend Fair Housing instructional programs, keep current on developments in Fair Housing as it affects real estate marketing and sales, and comply with the Fair Housing laws and regulations. **Associate** understands this acknowledgment, warranty, and representation and agrees to it voluntarily.

B. License Renewal; Continuing Education; Dues. **Associate** will be responsible for timely renewing **Associate's** real estate license and for completing all legally required continuing education in a timely manner and maintaining the records that evidence such completion as required by the Florida Real Estate Commission. **Associate** will be responsible for paying all license fees, membership dues and fines.

C. Broker Supervision. **Associate** will be deemed to be working under **Broker's** supervision only to the extent required by Chapter 475, *Florida Statutes*. **Associate** will perform all activities, including those activities **Broker** requires **Associate** to perform, independently without **Broker's** supervision or control.

D. Broker Property. **Associate** acknowledges that all pending sales and listings taken during the term of this Agreement are **Broker's** property. All programs, forms, data, keys, manuals, signs and other paraphernalia relative to the business of **Broker** are **Broker's** property, as are all documents and other items pertaining to transactions.

E. Property of Others. In accordance with Florida law, **Associate** will deliver to **Broker** by the end of the next business day following receipt following receipt any funds or other items that a consumer has entrusted to **Associate** in connection with a real estate transaction.

F. Responsibility. **Broker** will not be liable to **Associate** for any expenses incurred by **Associate** nor for any of **Associate's** acts. **Associate** will have no authority to bind **Broker** by any promise or representation, oral or otherwise, unless specifically authorized in writing in a particular transaction. Suits, whether for fees or otherwise, against clients, customers and others in the real estate business will be maintained only in the **Broker's** name. **Associate** is responsible for providing all tools necessary to perform the duties outlined. **Associate** will also be responsible for transportation expenses including insurance in the minimum coverage amount of \$100,000.00 for personal injury protection liability and insurance in the minimum coverage amount of \$300,000.00 for bodily injury liability and insurance in the minimum coverage of the amount of \$5,000.00 for property damage liability and other expenses incidental to performing **Associate's** duties without receiving any reimbursement from **Broker**. **Broker** will be named as an additional insured in all such policies.

G. Indemnification. **Associate** will indemnify and hold **Broker**, its officers, directors and employees harmless from all claims, demands, suits, costs and expenses, including reasonable attorneys' fees at all levels, of whatever nature and description to the extent based on **Associate's** representations, acts, omissions, negligence, willful misconduct, or violation of laws, rules, regulations, codes of ethics, this Agreement, or office policy manual.

3. Broker Responsibilities.

A. Access to Listings. **Broker** will provide **Associate** with access to all current listings of **Broker** and listings made available to **Broker** through offers of cooperation, except those listings that **Broker**, in his/her/its discretion places exclusively in the possession of another sales associate.

B. Access to Facilities. Associate may utilize **Broker's** then existing office facilities for the performance of **Associate's** duties as described above.

C. Compensation. **Broker** will negotiate all terms and conditions of fees charged clients including but not limited to, the amount and payment date. **Broker** will compensate **Associate** in proportion to **Associate's** output with regard to real estate-related activities and not to hours worked by **Associate**. Such compensation will be solely through commissions as described below or in **Broker's** office policy manual and this Agreement, the terms of the office policy manual will prevail. **Broker** may deduct from **Associate's** compensation any amounts due from **Associate** to **Broker**.

(1) **Amount; Payment.** When **Associate** performs any brokerage service for **Broker** and **Broker** earns and collects a fee for such service, **Broker** will pay **Associate** within 5 (five) business days after the funds are collected and have cleared:
*100% of the fee as commission with a \$299 transaction fee.

(2) **Dividing Compensation With Other Licensees.** If two or more **associates** participate in rendering a brokerage service to the public, or claim to have done so, **Broker** will determine, in **Broker's** sole and absolute discretion, the amount of the fee due **Associate**.

(3) **Incentives.** If a seller or listing office offers a premium, bonus or incentive, if such premium, incentive or bonus is in the form of money, then **Associate** will receive the same commission split as stated above. If such incentive is other than money (i.e., a cruise, trip, or other matter having economic value but not delivered in money), then such premium, bonus or incentive will go to **Associate**. If a nonmonetary incentive goes to **Associate**, **Broker** will report the fair market value of the incentive as income to **Associate**, as **Broker** must collect and deliver the incentive to **Associate** to preserve the respective legal positions of the parties.

(4) **Benefits.** **Associate** will be provided no minimum salary, vacation pay, sick leave or any other fringe benefit.

(5) **Collection of Fees.** **Broker** will not be required to prosecute or sue any party in order to collect any fee for services performed by **Associate**. However, if **Broker** incurs attorneys fees and costs in the collection of or attempt to collect a fee, such amounts will be deducted from **Associate's** commission in the same proportion as provided for herein in the division of the fee.

(6) **Compensation After Termination of Agreement.** After termination of this Agreement, **Broker** will pay **Associate** any amount earned prior to termination less amounts owed to **Broker** and amounts **Broker** must pay another licensee to complete pending transactions for which **Associate** was responsible prior to termination.

4. Errors and Omissions Insurance. **Associate** will pay a portion of Errors & Omission coverage through the \$299 transaction fee.

5. Term; Termination. This Agreement will be in effect for 10 years from effective date. Either party may terminate this Agreement by 1 days' advance written notice to the other party. **Broker** may terminate this Agreement without notice for wrongful conduct by **Associate**. Failure by either party to maintain active licensure status pursuant to Chapter 475, *Florida Statutes*, will be deemed automatic termination. **Associate** will not, after termination of this Agreement, use to his/her own advantage, or to the advantage of any other person or entity, any information gained from the business of the **Broker** relating to property for sale, lease or rental, or **Broker's** customers or clients. Upon termination of this Agreement, **Associate** will return all **Broker's** property to **Broker** with no copies made or retained by **Associate**.

6. Confidentiality. **Associate** acknowledges that **Broker** may disclose confidential information to **Associate** during the course of this Agreement. Any such information that is or should be reasonably understood to be confidential or proprietary to **Broker**, including mailing lists, customer and client lists, sales, costs, unpublished financial information, product and business plans, projections, marketing data, computer data, computer programs, and supporting documentation, and **Broker's** office policy manual, if any, are considered confidential property of **Broker**. **Associate** will take reasonable steps and use due care during the term of this Agreement and for 12 months after its termination to prevent the duplication or disclosure of confidential information, other than by or to **Broker's** employees or agents who must have access to the information to perform their duties for **Broker**.

7. Dispute Resolution: This Agreement will be construed under Florida law. All disputes between **Associate** and another associate in **Broker's** Firm will be resolved by **Broker**. All disputes between **Broker** and **Associate** will be mediated under the rules of the **American Arbitration Association** or other mediator agreed upon by the parties. The parties will equally divide the mediation fee, if any. In any litigation between **Broker** and **Associate**, the prevailing party will be entitled with to recover reasonable attorneys' fees and costs at all levels, unless the following box is checked: **Arbitration:** Any dispute not resolved by mediation will be settled by neutral binding arbitration in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration or litigation (including an appeal and/or interpleader) will pay its own fees, costs and expenses, including attorneys' fees at all levels, and will equally split the arbitrators' fees and administrative fees of arbitration.

8. Additional Terms. There is a \$299 transaction fee on all sales transactions (per side represented). Rentals and referrals have a transaction fee of 10% of the commission earned with a maximum of \$250 (per side represented). BPOs have a fee of 10% of the commission earned. Upon termination, **Associate** will be entitled to any pending commissions. If **Associate** should abandon any pending transactions, **Zeff Realty LLC** will retain 25% of the commission to close out the pending transaction. **Associate** will not directly solicit, market, or recruit for any reason whatsoever any other **Associate** within the **Zeff Realty LLC** organization during this agreement or for a period of five (5) years after the termination of this agreement.

Zeff Realty LLC

Brokerage Name

Broker Signature - Paul Brownell

Agent Signature

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

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 of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Other (see instructions) ▶

C Corporation

S Corporation

Partnership

Trust/estate

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-			
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or

Employer identification number

			-						
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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. citizen or other U.S. person (defined below); and
- 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 for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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-DIV (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, later*.

State of Florida
 Department of Business and Professional Regulation
 Florida Real Estate Commission
 Change of Status for Sales Associates and Broker Sales Associates
 Form # DBPR RE 11

Check the box for the relevant transaction in Section I and complete the applicable additional section(s) only. Leave the sections that are not relevant to your desired transaction blank. If you have any questions or need assistance in completing this form, please contact the Department of Business and Professional Regulation, Customer Contact Center, at **850.487.1395**.

For additional information see Instructions at the end of this form.

Section I – Transaction Types

TRANSACTION TYPES	
<input type="checkbox"/> Add Employee [3020]	<input type="checkbox"/> Become Inactive [4020]
<input type="checkbox"/> Terminate Employee [4020]	<input type="checkbox"/> Change Employer [9007]

Section II – Associate Information

ASSOCIATE INFORMATION			
License Number:			
Last/Surname	First	Middle	Suffix
Primary Phone Number	Primary E-Mail Address		

Section III – Broker or Company Information

COMPANY INFORMATION			
Last/Surname (Qualifying broker)	First	Middle	Suffix
Brownell	Paul	N	
License number of real estate company: CQ1056820			
Name of real estate company: Zeff Realty, LLC			
Primary Phone Number	Primary E-Mail Address		
954-868-6882	pbrownell@urgfl.com		
Signature of qualifying broker that is adding or terminating employee:			

Section IV – Affirmation By Written Declaration

AFFIRMATION BY WRITTEN DECLARATION	
<p>I certify that I am empowered to execute this application as required by Section 559.79, Florida Statutes. I understand that my signature on this written declaration has the same legal effect as an oath or affirmation. Under penalties of perjury, I declare that I have read the foregoing application and the facts stated in it are true. I understand that falsification of any material information on this application may result in criminal penalty or administrative action, including a fine, suspension or revocation of the license.</p>	
Signature:	Date:
Print Name:	