



Buy Tennessee Dirt, Team Agreement

****This agreement is for a 1/4 cap team member***

This agreement is between Aaron and/or Cassandra Cochran, at this moment referred to as “Team” and/or “Team Leaders” and/or “Buy Tennessee Dirt,” and **BLANK** Effective on **BLANK** day of **BLANK**. By their signatures and/or initials below, each party agrees to all terms and conditions of this agreement. It is agreed that the status of employment is as an independent contractor, further referred to as the “Agent” and/or “Team Member and/or ”Sales Agent.” All parties, both contractual and by this agreement, or when no legal representation has been established that the Team shall refer to all prospects, leads, and interested parties that have expressed a desire to purchase, sell, invest, rent, lease, build credit, or get loan approval with the purpose of buying or selling real estate shall be referred to as “Client” and/or “Lead.”

Responsibilities of the Team:

At a minimum, the team is responsible for the following:

- Paying for Team advertising pertaining to lead generation and listing promotion
- Maintaining a Team website(s) to create buyer and seller leads
- Distributing leads among Team members
- Creating Team goals and regularly monitoring Team progress
- Providing Team training and one-on-one mentoring to ensure the success of every team member.
- Providing Team CRM and sales tracking system
- Providing necessary tool suite for Agent to perform excellence in their position
- Hiring and Releasing of Agents and Team Members as growth and health of the Team requires.

Responsibilities of the Agent:

At a minimum, the Agent is responsible for the following:

- Immediate follow-up on all leads given by Team Lead
- Providing ongoing detailed notes on all leads and the progress of leads through appropriate Team systems.
- Using the Team logo on all marketing materials (Agent must get approval on all marketing from the Team Lead to ensure compliance and consistency.)
- Following Team protocol on voicemail messages and answering the phone.
- Maintaining the highest degree of professional and ethical standards at all times
- Attending all scheduled Team meetings
- Signing and placing all listings as co-listing Agents under Team Leader
- Placing all buyer sales under the Agent’s name
- Responsible for all CE credits and expenses relating to their license, MLS dues, Broker dues, etc.

- Attending training courses suggested by the Team Leader. (The Team may pay for some training courses, but it will be done on a case-by-case basis.)
- Abiding by all rules and regulations of managing Broker, as well as all state and local regulations.
- Abiding by the Realtor Code of Ethics
- Closing the minimum number of transactions per year as set by the Team Leader
- Participating in at least 3 community events representing the Team, including helping set up and take down and attending.
- Providing Agent's own E&O Coverage

Standards of Performance:

Agent understands that Buy Tennessee Dirt has a high standard of performance based upon agent and team production goals, a purpose, and a set of core values, which are hallmarks of the Buy Tennessee Dirt Team's business. Being a cultural fit with the Team's Mission, Vision, and Core Values is the most essential element of our working relationship. We will hire, release, and grow based on our culture and values as the Team sees fit. Agent agrees to adhere to this high standard of performance, purpose, and core values.

Relationship of the Parties:

Agent shall perform the services under this agreement as an independent contractor and assume all obligations and duties of an independent contractor. Agent retains sole and absolute discretion and judgment in the manner and means of carrying out Agent's selling and soliciting activities. Nothing in this agreement shall be construed as establishing a partnership, joint venture, agency, employment, or other similar relationship between the parties. Keller Williams- Southern Middle Realty will provide the Agent with an IRS form 1099 statement as the law may require. Agent acknowledges that as an independent, Agent is not eligible for unemployment benefits from any state and waives such benefits. Agent further acknowledges that Agent shall not be eligible for any Agent benefits and that Agent waives any and all rights to such benefits. **Agent shall indemnify and hold Buy Tennessee Dirt and all its managing partners and Broker harmless from all liabilities, action suits, audits, assessments, or other claims made or brought by any person or entity arising against the agent while acting as an independent contractor.**

The Agent will be paid according to the compensation schedule attached. All commission checks will be distributed to the agent from Keller Williams- Southern Middle Realty after brokerage splits, royalties, and team splits are withheld. The team will review payouts, check for accuracy, and release them to the Agent within 1 business day of receiving them from the brokerage. This procedure is subject to change, depending on the commission rules with Keller Williams- Southern Middle Realty.

Ownership of intellectual property:

The Team will be deemed the absolute owner of all work produced by the Team Leader and employees in advancing and providing the services under this agreement. In addition, all

confidential, proprietary, or other trade secret information, all other discoveries, inventions, processes, methods, and improvements conceived, developed, or otherwise made by the Team Leaders and employees, alone or with others, and in any way relating to Buy Tennessee Dirt's present or planned business or products shall be the sole property of Buy Tennessee Dirt and its managing partners. Any tools developed by the Agent for the Agent's personal use shall be the Agent's property unless shared with Team Leaders or Team Members. At this time, such tools will become joint property and usable by both Agent and Team indefinitely.

Confidentiality:

The Agent recognizes that his/her position with the Team requires considerable responsibility and trust. The Team Leader/Team may entrust the Agent with highly sensitive and confidential, restricted, and proprietary information regarding trade secrets and confidential information.

Non-Disparagement:

The agent will not, at any time, publish or communicate disparaging or derogatory statements or opinions about the Team or its Affiliates, including but not limited to its Team, affiliates management, services, or Agents, to any third party. It shall not be a breach of this section for Agent to testify truthfully in any judicial or administrative proceeding or make statements or allegations in legal filings based on Agent's reasonable belief and not made in bad faith. Likewise, Team Leaders and Owners will not at any time publish or communicate disparaging or derogatory statements or opinions about the Agent.

Expenses:

The agent will be responsible for expenses normally associated with the maintenance of a real estate sales agent's license and position, including but not limited to Brokerage splits, MLS dues, MLS fees, Board of Realtor dues, Licensing fees and costs, occupational contributions or escrows, all insurances (medical, health, automotive, professional liability and others) continuing education requirements, automotive, travel, entertainment, food, and lodging.

Lender Sponsored Leads:

Leads generated through lender-paid sources, with respect to the lender's financial investment in the team's success, the agent must present the sponsoring lender to the client/customer as the team's preferred lender. But in no way requires the client/customer or agent to use the respective lender. Which would be an ethical violation or "steering." The agent is only required to present the lender's contact information as a preferred resource for lending. Lender-paid leads are to be considered any and all leads provided to the agent by the team.

Entire Agreement:

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof; this superseded any previous oral or written agreements. In the event of any inconsistency between this agreement and another previous contract between the Agent and the Buy Tennessee Dirt Team, the provisions of this agreement shall prevail. Agent agrees that he/she may not amend or modify this agreement absent a writing signed by the Buy Tennessee Dirt Team.

Costs and Fees of Disputes

Agent agrees that if Buy Tennessee Dirt Team or any managing partner commences an action against the Agent by way of claim or counterclaim, including declarator claims, in which it is preliminarily or finally determined that Agent has violated any provision of this agreement, Agent will reimburse Buy Tennessee Dirt and/or managing partners all costs and fees reasonable incurred in such action, including but not limited to attorney's fees. Occasionally, claims, complaints, or litigation involving the Buy Tennessee Dirt Team may arise directly from the Agent's activities. Agent agrees to pay all costs and expenses incurred by Buy Tennessee Dirt Team and Broker, in defending or satisfying any claim or judgment assessed against Buy Tennessee Dirt Team because of Agent's actions.

Personal Information:

Agent agrees that Buy Tennessee Dirt Team and affiliates may use Agent's name, photograph, and other reproductions of Agent's image during or after the termination of this agreement in connection with Buy Tennessee Dirt business.

Team Splits and Breakdowns:

Team splits will only occur once the Agent has reached their reduced Brokerage Cap (Company Commission and Associate Royalties). In lieu of a team split, the Agent will pay a flat fee of \$500 per transaction to the Team.

Once the Agent's reduced Brokerage Cap has been met, the Team Split of (70% Agent/ 30% Team) will occur until the total splits paid to the Brokerage (Company Commissions and Associate Royalties) and the Team total \$18,000, also known as "Completely Capped." Once the "Completely Capped" status has been achieved, the flat fee of \$500 per transaction will resume in lieu of Team splits, no matter the source of the lead. Leads from sources requiring "Pay at Close" referral fees will still need to be paid to the lead source, regardless of cap status. Lead sources requiring this "Pay at Close" structure can include, but are not limited to, OpCity, Rise Platinum, Empower Referral Network, or agent referrals.

Showing Agent referrals:

If the agent shows homes for the team and the client purchases one of the homes shown by the agent, a referral bonus free and clear of any team splits or transaction fees, will be awarded to the showing agent in the amount of \$500. This amount is still subject to any broker splits.

Leaving the Team:

Closed Deals- Agent takes Client with them

Under Contract- Contract to close with the team, under the split breakdown mentioned above. The agent can take the client with them after closing.

Hot Leads- Actively showing, Pre-Approved, or 6 months or less from buying or selling, referral agreement remains in effect outlined above.

Prospects- Future Buyers/Sellers greater than 6 months remain with the Buy Tennessee Dirt Team and will be reassigned to another Agent.

All leads provided by the Buy Tennessee Dirt Team come with a 2-year referral agreement between the Agent and the Team. If the Agent is no longer part of the Team at the time of close, the Agent agrees to a 30% referral fee to the Team.

Opportunity for Review:

You acknowledge that you have had the opportunity to review this agreement before signing and that you fully understand the provisions of this agreement and agree to be bound by its terms. Should Agents be unclear about any aspect, they should seek clarification with the Team and their own personal legal counsel before signing.

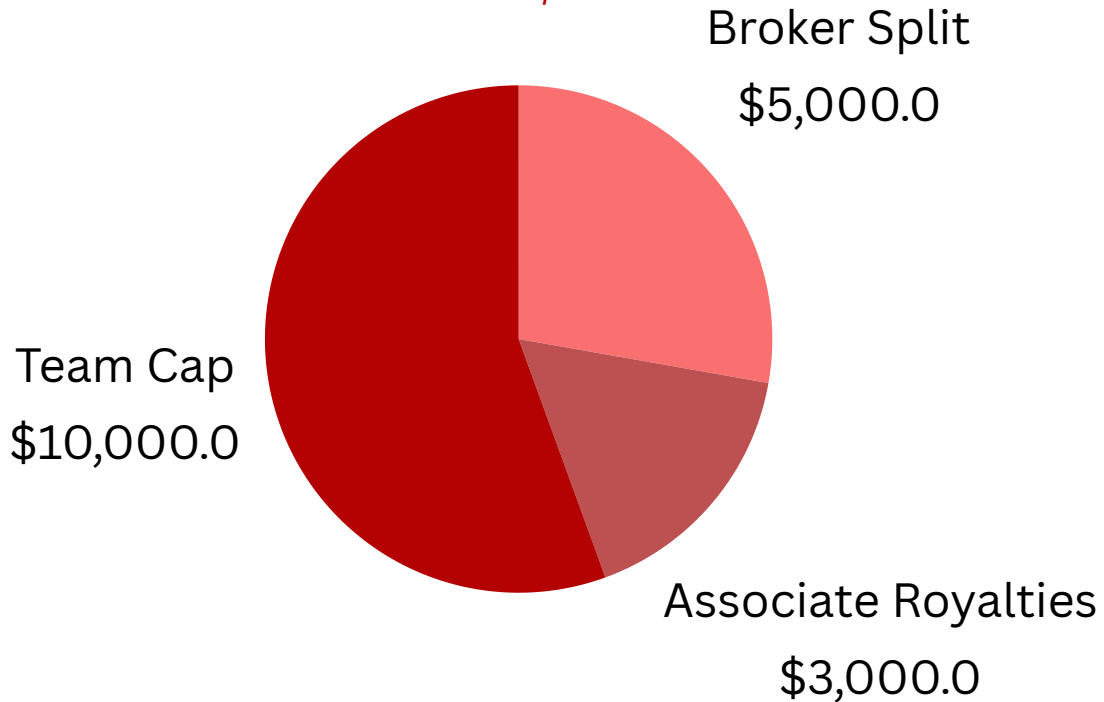
Agent: _____ Date: _____

Cassandra Cochran (Rain Maker): _____ Date: _____

Aaron Cochran (Team Lead): _____ Date: _____

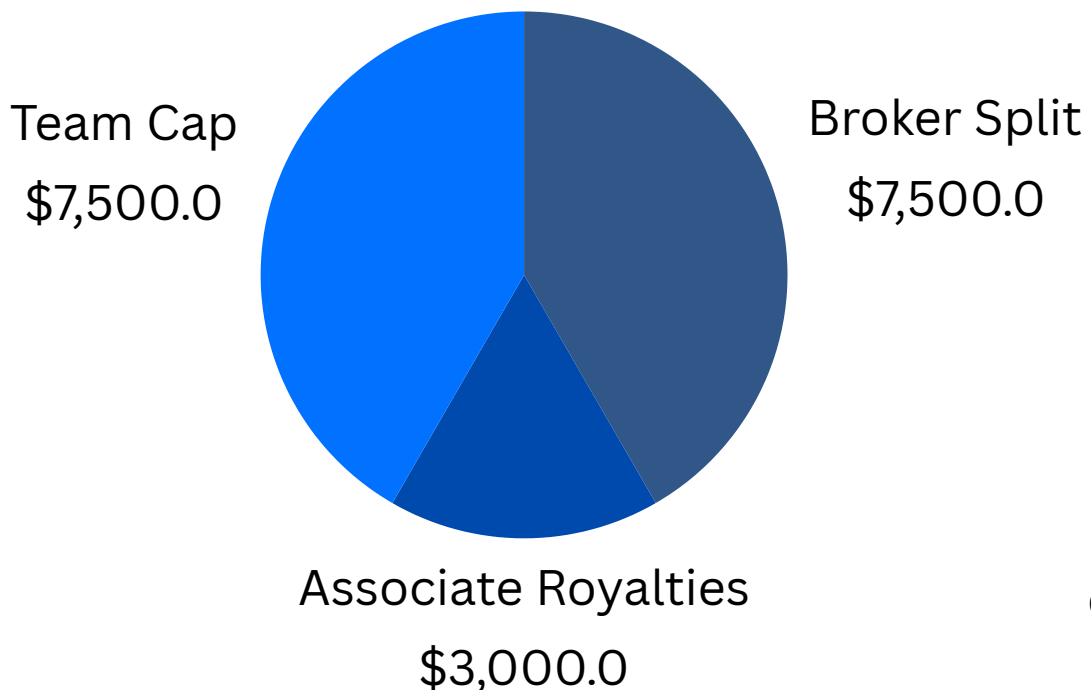
Sample Commission Structure for Reduced ¼ Capper

\$500 Team transaction fee does NOT apply when paying towards "Team Cap."



Sample Commission Structure for Reduced ½ Capper

\$500 Team transaction fee does NOT apply when paying towards "Team Cap."



TEAM Logo Example



Social Media Post Example

Listing Yard Sign Example

Listing Agent

MICHAEL SMITH

629-204-4009

*Aaron & Cassandra
Cochran*



Search



BUYTENNESSEEDIRT.COM



Southern Middle

REALTY

209 NW Atlantic St, Tullahoma TN 37388 (931) 597-0263

Each Office is Independently Owned and Operated

Business Card Example

Aaron & Cassandra Cochran

629-204-4009

www.BuyTennesseeDirt.com

kw
Southern Middle
REALTY

209 NW Atlantic St, Tullahoma TN 37388 (931) 597-0263
Each Office is Independently Owned and Operated

Buy Tennessee Dirt
Aaron & Cassandra Cochran

The front of the business card features a dark blue background with a faint map of the United States and a large white star. On the right side, there is a photograph of Aaron and Cassandra Cochran. Below the photo is a circular logo with a white border containing a house and the text 'Buy Tennessee Dirt' and 'Aaron & Cassandra Cochran'. The card has a red horizontal band across the middle.

Back

Michael Smith
Realtor

Direct 615-222-2222

MichaelSmith@KW.com

kw
Southern Middle
REALTY

209 NW Atlantic St, Tullahoma TN 37388 (931) 597-0263
Each Office is Independently Owned and Operated

Buy Tennessee Dirt
Aaron & Cassandra Cochran

The back of the business card features a dark blue background with a faint image of a house and a white silhouette of a man in a suit. The text is white and blue. On the right side, there is a circular logo with a white border containing a house and the text 'Buy Tennessee Dirt' and 'Aaron & Cassandra Cochran'. The card has a red horizontal band across the middle.

Directional Yard Sign Example

=NEW=
LISTING

Aaron and Cassandra Cochran

kw
Southern Middle
REALTY

Each Office is Independently Owned and Operated

209 NW Atlantic St. Tullahoma TN 37388
BROKER- 931-597-0263 DIRECT- 629-204-4009

Buy Tennessee Dirt
Aaron & Cassandra Cochran

OPEN House Yard Sign Example

OPEN
HOUSE

Aaron and Cassandra Cochran

kw
Southern Middle
REALTY

Each Office is Independently Owned and Operated

209 NW Atlantic St. Tullahoma TN 37388
BROKER- 931-597-0263 DIRECT- 629-204-4009

Buy Tennessee Dirt
Aaron & Cassandra Cochran