

Buyer Agent Agreement
for JaVonna Alexander Realty dba
The Emerald Abundance Group



Agreement made this 1st day of February, 2021, between JaVonna Alexander and Candace Richardson Independent Contractor, referred to as the “TEAM MEMBER”.

_____, _____ (hereby known as “Team Member”) has joined The Emerald Abundance Group real estate team (hereby known as “The Team”) with the intention of working and training as a Team Lead. ®

The TEAM MEMBER is an Independent Contractor as well as a licensed real estate salesperson and is to work with and train under JaVonna Alexander as a Team Member.

JaVonna Alexander and the TEAM MEMBER agree as follows:

A. TERM

- (1) This agreement shall remain in force and effect for a period of twelve (12) months and is automatically renewable for an additional twelve (12) month period.
- (2) This agreement can be cancelled by either party at any time with 30 days prior written notice.

B. TEAM MEMBERS OBLIGATIONS

- (1) The TEAM MEMBER will work with buyers and sellers generated by The Emerald Abundance Group and their own efforts.
- (2) TEAM MEMBER will work diligently and employ his or her best efforts to sell real estate on behalf of The Emerald Abundance Group and conduct themselves in a manner so as to maintain and increase the goodwill and reputation of JaVonna Alexander and the Team.
- (3) JaVonna Alexander or designated representative must be kept abreast of all contracts involving any TEAM MEMBER.

(4) TEAM MEMBER must comply with all laws, and rules and regulations governing real estate agents as enacted by the Charleston Trident Association of Realtors, and the Real Estate Commission and the National Association of Realtors. and the TEAM MEMBER shall pay all applicable fees as may be required to maintain a real estate salesperson's license and must maintain educational levels consistent with industry standards.



(5) The TEAM MEMBER will maintain automobile insurance with liability coverage of \$1,000,000; or whatever is customary in your state. TEAM MEMBER must have an active Driver's License with no restrictions.

(6) (a) **Any and all information in the data bases, records, and the marketing and advertising materials and systems of JaVonna Alexander are the property of The Emerald Abundance Group and cannot be used for any purpose other than for conducting business for and/or on behalf of The Emerald Abundance Group. The TEAM MEMBER shall not at any time divulge to any unauthorized person of corporation information gained by the TEAM MEMBERS from the files or business of The Emerald Abundance Group. After the termination of this agreement, the TEAM MEMBER shall not use any such information to his or her advantage or to the advantage of any other person or corporation.**

(b) In the event TEAM MEMBER shall breach any of the terms of this Agreement, in addition to any and all other remedies available to JaVonna Alexander shall be entitled to recover from the TEAM MEMBER all costs and expenses, including court costs and reasonable attorney's fees, and any other amounts incurred by JaVonna Alexander in the collection of any amounts due to JaVonna Alexander or incurred by JaVonna Alexander to enforce the terms of this agreement.

C. LIABILITY

JaVonna Alexander shall not be liable for the acts of the TEAM MEMBERS or their servants or agents in the performance by the TEAM MEMBER of their duties, exempt for acts caused directly by JaVonna Alexander or by JaVonna Alexander's agents or employees.

D. RELATIONSHIP

This agreement shall be considered a binding relationship between the parties and the TEAM MEMBER shall be deemed at all times to be an Independent Contractor.

E. NOTICE

Any notice request or demand to be given or served there under shall be in writing and shall be delivered personally with a receipt requested. or sent by a recognized overnight courier service or by the United States Postal Service.



F. WAIVER

The waiver of either party hereto of a breach of any provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

G. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, representatives, successors and assigns, and shall not be assignable by either party without the prior written consent of the other party.

H. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Pennsylvania where Karen Coffey and the Power of Sold Team resides.

I. ENTIRE AGREEMENT

This Agreement shall be deemed to express, embody and supersede all previous understandings, agreements and commitments, whether written or oral, between the parties hereto with respect to the subject matter hereof and to fully and finally set forth the entire agreement between the parties hereto. No modifications shall be binding unless stated in writing and signed by both parties hereto.

J. COMPETITIVE CLAUSE

If, for any reason, the Team Member or JaVonna Alexander should decide to terminate this agreement, the following provisions shall prevail:

(a) It is understood that all clients referred to the Team Member are, and always will be, JaVonna Alexander's and The Emerald Abundance Group's clients. The team member promises not to solicit these clients after he/she terminates this agreement for a period of 24 months. If for any reason, the Agent solicits any of JaVonna Alexander's or The Emerald Abundance Group's clients, a 25% referral fee will be paid to JaVonna Alexander on the close of any of these transactions.



(b) It is further understood that any and all databases developed by JaVonna Alexander, or any of her subsidiaries are the sole property of same, and any attempt to use these databases after termination would be considered a violation of copyright infringements.

(c) Any databases that the Team Member has brought with them will be theirs.

K. CONFIDENTIALITY

Team member acknowledges that JaVonna Alexander may disclose confidential information to the Team Member during the course of this Agreement. Any such information that is or should be reasonably understood to be confidential or proprietary to JaVonna Alexander 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, as well as JaVonna Alexander's personal and private life, , are considered confidential property of JaVonna Alexander. Team member will take reasonable steps and use due care during the term of this Agreement and for **36** months after its termination to prevent the duplication or disclosure of confidential information, other than by or to JaVonna Alexander's employees, team members or agents who must have access to the information to perform their duties for JaVonna Alexander.

L. LOYALTY

At all times during the term of this Agreement, Team Member shall act under a duty of loyalty in support and in furtherance of the JaVonna Alexander's Real Estate Systems and Network and shall maintain a proper attitude toward the public, JaVonna Alexander, and fellow Team Members. Team Member shall not engage in any acts or activities that disrupt the office or are likely to adversely affect the image of JaVonna Alexander, or her Team Members, or that may detract from or tend to undermine the growth of the Team, including without limitation, any acts in furtherance of any non-team real estate business or the establishment of, or acquiring an investment or ownership interest in, any non-team real estate business or the recruiting of any Emerald Abundance Group Team Members/Agents for any existing or future non-team real estate business which does or may compete with JaVonna Alexander and The Emerald Abundance Group team. Any breach of this subparagraph will constitute a material breach of this agreement.

M. INDEMNIFICATION

Team Member shall be solely and exclusively responsible for any fines, penalties, interest, costs, expenses, damages, loss of liability, of any kind or nature, arising out of any demands, suits, actions, proceedings or claims (collectively "Claims") relating to or arising out of team members real estate business endeavors on behalf of JaVonna Alexander or team member's other conduct or activities even if such claims are brought or filed after termination or expiration of this agreement or any renewal of this agreement. Team Member agrees to indemnify, defend, and hold JaVonna Alexander, and The Emerald Abundance Group and each of their officers, directors, partners, employees and agents, harmless from and against, and to, reimburse them for, all fines, taxes, penalties, interest, costs, expenses, damages, loss or liability for which any of them are held liable or which they reasonably incur in connection with any claims including, without limitation, the full amount of any errors and omissions insurance deductible, actual and consequential damages, reasonable attorney's fees, court costs, expert witness fees and litigation expenses. Team Member agrees to cooperate with JaVonna Alexander, in the defense of any claims and agrees not to settle or compromise any claims, without prior written consent of JaVonna Alexander. Maintenance of any insurance required by this agreement shall not relieve team member of indemnification obligations under this paragraph. The obligations of Team Member under the provisions of this paragraph shall survive termination or expiration of this agreement and any renewal of this agreement.



N. ACKNOWLEDGEMENT

Team member understands and acknowledges that success of contractor in a Real Estate service business is speculative and will depend on many factors including, to a large extent, team members independent business ability. Team member has not relied on any warranty or representation, written, printed, or oral, express or implied, as to team members potential success as a member of The Emerald Abundance Group, and no one has promised, guaranteed or assured contractor of any level of success or income.

Results & Expectations In This Position

To acquire customers through prospecting and/or incoming calls. To assist in all aspects of the sales process. Through communication, consistent follow-up and showing homes, open houses, assist customers to find the home of their choice and negotiate a successful agreement. To work in conjunction with office staff to oversee agreement to closing.

Commission Structure / Listing Lead Bonus

a) For all sales generated the TEAM MEMBER he/she shall be paid a commission:

- **15%**, on sales generated by JaVonna Alexander on 3% commission and 10% on sales generated by JaVonna Alexander on 2.5% commission system-duties to include showings and some paperwork
- **75%** on sales generated by Team member both buyers and listings (25% referral to JaVonna Alexander)
- Team leader 100% listing commission, but will Co-list team member
- Once 7 personal sales have been completed the commission % will be revisited.



b) TEAM MEMBER is permitted to sell personal residence or personal rental property at 0% split on the list side or buy side.

c) The TEAM MEMBER shall be responsible for the following expenses:

- Your yearly Real Estate license renewal
- CTAR MLS Dues
- Your Excel Real Estate Fees
- Your Errors and Omission Insurance
- Your Smartphone
- Your split with Excel Real Estate
- Any annual dues

Signing on behalf of the Team Member and agreeing to accept this agreement in its entirety is:

Signature

Date

Name (please print)

Signing on behalf of the Chief Executive Officer of The Emerald Abundance Group and agreeing to accept all of this agreement in its entirety is:

Signature

Date

Name (please print)