

SNYDER STRATEGY Realty, Inc.

INDEPENDENT AGENT CONTRACTOR AGREEMENT

This Independent Agent Contractor Agreement (also known as Agreement) is made and entered into this _____ day of _____ between ***SNYDER STRATEGY Realty, Inc.*** (also known as Company) and _____ (also known as Agent) residing in the state of _____.

WITNESSETH

Whereas, the Broker is duly licensed as a Real Estate Broker by the respective State and is now, and has for many engaged in business as a general Real Estate Broker, and is qualified to and does operate a general real estate business and has and does enjoy the good will of, and reputation for fair dealing with, the public; and

Whereas, the Broker maintains equipment and accounts and operating capability for the said business, and suitable to serving the public as a real estate broker, and

Whereas, the agent is duly licensed as a Real Estate Agent or Broker by the respective State, or will obtain such license before this Agreement shall become effective, and is properly qualified to deal with the public; and

Whereas, it is deemed to be the mutual advantage of the Broker and Agent to form an association under the terms and conditions hereinafter set forth.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. The Broker shall make available to Agent all current listings of the aforesaid office except such as Broker may find expedient to place exclusively with some other agent, and Broker agrees to assist Agent in his work by advice, instruction and full cooperation in every way possible.
2. Agent agrees to work diligently and with his best efforts to sell, lease or rent any and all real estate listed with Broker, to solicit additional listings and prospects for said Broker, and otherwise promote the business of serving the public in real estate transactions, to the need that each of the parties hereto may derive the greatest benefit possible.
3. Agent agrees to conduct his business and regulate his habits so as to maintain and increase the good will and reputation of Broker, and the parties hereto agree to conform to and abide by all laws, rules and regulations and codes of ethics that are binding upon or applicable to real estate brokers and real estate agents.
4. It is understood that Broker is a member of the National Association Realtors and the Agent agrees to abide by the Code of Ethics of said organization; it is further understood that Broker is a member of the MLS Board of Realtors and its' Brokers Listing Contract covering the location of the office to which agent is assigned and agent agrees to abide by the Rules and Regulations and Codes of Ethics of said organizations. Agent shall be entitled to any benefits that may accrue from Broker's membership in the aforementioned organizations.
5. The usual and customary commission, as established by Broker, shall be charged for any service performed hereunder and the Broker shall advise the Agent of an special agreement relating to any particular transaction which the Broker undertakes to handle. When agent shall perform any service hereunder whereby a commission is earned, said commission shall, when collected, be divided and distributed as soon as practicable between Broker and Agent as per the Commission Splits of Broker applicable to the respective transaction as set forth in Broker's agreement with agent. In no case shall the Broker be liable to the Agent for any commission earned unless the same shall have been collected by Broker from the party for whom the service was performed.

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6. The agent hereby agrees to abide by, and comply with, all company policies and procedures. Except as otherwise specifically set forth in the Agreement, the Agent shall have no authority to sign on behalf of the Broker contract or other instrument except such receipts as may be customary or necessary for earnest money or initial payments received. Agent shall have no authority to bind Broker by any oral promise or representation, unless the same shall have been previously and specifically authorized in writing by the Broker for a particular transaction. The agent shall be construed to be a sub-agent of Broker with respect to the clients for whom services are to be performed, and agent shall at all times be in the relation of an independent contractor and not an employee, joint adventurer or partner of the Broker.
7. It is understood and agreed that the independent contractor relationship of the agent created and governed by this agreement shall not make agent an employee of the Broker within the provisions of any law or regulation of the United States or State of Indiana wherein compliance therewith or coverage hereunder is based on the relationship of employer or employee.
8. The agent shall have authority to execute Listings Agreements on behalf of the Broker on forms furnished by Broker at the usual and customary commissions as established by Broker, agent agrees not to take any listings in his own name while this agreement is in force.
9. Expenses for attorney fees, court costs, title charges and the like which must, by reason of some necessity, at the sole discretion of the Broker be paid from the commission or are incurred in the collection of or the attempt to collect the commission, shall be repaid by the parties in the same proportion as provided for herein in the division of the commissions. Suite for commissions, agreeable to the law, shall be maintained only by and in the name of the Broker.
10. Broker shall not be liable to the agent for any expenses incurred by him, or for any of his acts nor shall the agent be liable to the Broker for office help or expenses.
11. Agent agrees to save Broker harmless in the event Broker is required to respond in damages by reason of any misrepresentation, unauthorized promise, statement or act, made during the course of negotiations with any party to a real estate transaction handled by said agent.
12. Agent shall furnish his own automobile and pay all expenses thereof and shall carry liability and property damage insurance thereon in the minimum amounts of \$100,000 for injury to each person, \$300,000 for each occurrence, \$25,000 property damage and \$5,000 medical payment, and shall deliver evidence of said insurance coverage **in the form of a Certificate of Insurance**. In the event a single limit liability policy is issued, the minimum amount of insurance shall be \$300,000.
13. This agreement and the association created thereby may be terminated by either party hereto at any time upon notice given to the other; but the rights of the parties to any commissions or division thereof which accrued prior to said notice, shall not be divided by the termination of this agreement. No commissions other than on those properties on which a contract has been accepted in writing by the buyer and seller previous to the day of termination shall be deemed earned by the agent. Upon termination, all listings and prospects shall be released to agent upon all debt is paid.
14. In the event either party hereto shall fail to keep his license in full force and effect or shall have said license suspended or revoked by appropriate licensing authorities, this Agreement shall be terminated forthwith and all listing will remain with Broker.

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15. Agent shall not, after the termination of this agreement, use to his own advantage, or to the advantage of any other person or corporation, any information gained for or from the files or business of Broker. Upon such termination, agent shall at once return to Broker all copies of materials belonging to ***SNYDER STRATEGY Realty, Inc.*** and all copies of any material, forms or sales literature loaned to agent.

SNYDER STRATEGY Realty, Inc.:

Every Agent will comply with Confidentiality & Accuracy in respect to the ***SNYDER STRATEGY SYSTEM, MENTOR TRAINING PROGRAM & SNYDER STRATEGY SERVER.*** It is understood all information entered, uploaded & downloaded is the Intellectual Property of Jesse Snyder, CEO, and ***SNYDER STRATEGY Realty, Inc.***

ACTIVE/TERMINATION OF CONTRACT:

This contract will be honored on a day to day basis. Jesse Snyder and the agent who enters into this contract can only be the one to terminate this contract. In the event, neither party terminates the contract at the end of the day, this contract will continue to enforce the agreed upon terms until termination and or a new contract is revised and addendum is issued without dispute by either parties to the addendum changes. The contract will remain enforced.

In the event of termination, **all listing & buying contracts signed by clients,** will remain with SNYDER STRATEGY and agreed upon terms within the contract. All debt of invoices are to be paid in full to ***SNYDER STRATEGY Realty Inc.*** This will include any leads received from ***SNYDER STRATEGY Realty Inc.*** Any contracts PENDING will remain with SNYDER STRATEGY, and commission will be paid to by 100%+PLUS Commission Program. Invoices will be deducted from commissions. Date of termination immediately stops all benefits in all programs and Recruiting Bonus Commission **will not be paid on** and after terminated date, without exception in reference to termination date. **initial _____**

100%+PLUS COMMISSION PROGRAM:

Agent will be paid 100% commission, **PLUS** FREE Unlimited Virtual Tours, FREE Unlimited Mobile Listing Video Tours, FREE Full Presentation Marketing Materials & FREE company website, FREE Personalized Customized Listing & Buying Presentation Materials & **FREE E & O Insurance**

Transaction Fees: \$0-\$100,000 = \$650 fee; \$100,001-\$200,000 = \$750 fee; \$200,001-\$300,000 = \$850; \$300,001-\$400,000 = \$950 fee; 400,001-\$500,000 = \$1,050 fee; Increase by \$100 for every \$100,000.

******\$6 Direct deposit fee always charged on every commission payment******

\$1501 and above = Commission Program is paid, according to contract
\$1,500 to \$1,000 = \$325 paid to company \$999 to \$600 = \$225 paid to company
\$599 to \$350 = \$200 paid to company \$349 to 0 = \$150 paid to company

******\$1500 and below: Recruiting Bonus will not be paid******

Each side: listing & buying side is considered two separate transactions, if an agent represents both sides of the deal (listing & buying> me & me deal<); **each will be paid, separately as separate transactions** Should any Transaction be subject to any state or local taxes, the commission split will be calculated after the tax is deducted. Commissions will be paid through an ACH System, and a direct deposit into your bank account (as designated), within 1-3 days. **In the event commission is deposited into an inaccurate account, agent will immediately return monies within 24 hours to SNYDER STRATEGY without exception or excuse of any type.**

+PLUS BONUS COMMISSION & Administrative Regulatory Fee (Admin. Fee)

Cash Bonus of \$200 will be paid per closed transaction. The following requirements must be complied by agent to receive this \$200 Bonus. All legal required documents uploaded to server and all required signatures are obtained by Sellers & Buyers. **Administrative Regulatory Fee (Admin. Fee)** of \$300 will be charged to seller and or buyer per agent requesting the title company to charge on Settlement Statement. **Mandatory Fee, without exception.**

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Administrative Regulatory Fee (Admin. Fee) continued:

Office Policy in Regard to Agency document is required by to be signed by sellers and or buyers
Admin. Fee on Settlement Statement is a nominal charge of \$300. Title company will charge this nominal fee to the seller and or buyer on the Settlement Statement.

In the event agent does not charge Admin. Fee of \$300. SNYDER STRATEGY reserves the right to charge agent \$300 for not charging Admin. Fee. **In this event; agent will not be paid the \$200 cash bonus.**

EXPENSE CAPS: Per Agent/Team \$7,500 Expense Cap = **Super Bonus** \$17,500 Expense Cap = **Elite Status.** Program resets annually.

SUPER BONUS COMMISSION: \$7,500 Expense Cap paid, **per Agent or Team** will be charged a flat transaction fee (\$650 Super Bonus Fee - \$200 Cash Bonus = **\$450 charge**) for all transactions, exception (\$1,500 commissions and below, referral commissions & Recruiting Bonus Commission). **Program resets annually.**

ELITE STATUS COMMISSION: \$12,500 Expense Cap paid, **per Agent or Team** will be charged a flat transaction fee (\$450 Elite Status Fee - \$200 Cash Bonus = **\$250 charge**) for all transactions, exception (\$1,500 commissions and below, referral commissions & Recruiting Bonus Commission). **Program resets annually.**

RECRUITING CASH BONUS COMMISSION: **\$1,000 Cash Paid for Recruited Realtor on 1st Recruited Realtor transaction.** Invest in Yourself by Recruiting Realtors (voluntary)

It should be noted, \$1,000 will be paid, in respect to the amount of profit available from the Recruited Realtor 1st transaction. In the event of this, subsequent commission payments will be made until \$1,000 is paid in full. Commission paid from SNYDER STRATEGY profits.

RECRUITING BONUS COMMISSION (RBC): **Voluntary,** not mandatory to recruit agents.

1st Tier Level Commission: \$70 paid on every transaction of recruited realtor transaction. Commission paid from SNYDER STRATEGY profits. exception (\$1,500 commissions and below, referral commissions & Recruiting Bonus Commission). Agent must be active at all times to receive RBC. If agent returns to active status after referral/termination status; agent will be placed under the front direct line of SNYDER STRATEGY and or Mentor Leader Broker within an office territory, dependent on who recruited the agent to active status. Agent will start over in recruiting (all agents recruited previously will not be applied).

SNYDER UNIVERSITY Fee (onboarding, orientation & training):

1st transaction closed: \$3,000 one time only payment for SNYDER UNIVERSITY;
agent does not owe fee, unless agent closes transactions

initial _____

Mandatory: 3 Week Online Training Courses: Agent must complete courses

Membership Monthly Fee: (\$50 Recurring Direct Billing per 1st of Month): 24/7 Support at every level 24/7 Main HQ Training, 24/7 Mentor Leader assigned LifeTime. Access to SNYDER STRATEGY Sales Systems, Proven Presentation Marketing Materials, company website & E & O Insurance.

Team Member Commission Split:

Team Leader (Completed Mentor Training Program) will be paid their commission program and Team Leader will decide on the commission splits for each Team Member. SNYDER STRATEGY Realty, Inc. will issue each commission check based on the Team Leader's instruction of commission splits. Team Leader will be listed as main agent and Team Member will be listed as Co-Agent on blc/mls documents. Team Leader will be listed as agent on all contracts (listing contracts & purchase agreements, etc.). Team Leader will be responsible for all supervision/ongoing follow up of team members. Team Member must have an active license to be on a team or explicit permission by CEO to the exception of this policy.

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Team Leader & Team Member must comply with all contracts, policies and procedures as stated by *SNYDER STRATEGY Realty, Inc.* In the event a Team Member becomes independent of the team (notification in writing, by Team Leader must be submitted within 24 hours of separation), their status will be evaluated to be placed in their own Commission Program.

REFERRAL PROGRAM: Automatically enrolled

Referral fee: payable to *SNYDER STRATEGY* for each transaction. Only company is paid referral fee.
\$1,501 and above = \$250, \$1,500 to \$1,000 = \$150, \$999 to \$600 = \$75, \$599 to \$350 = \$50, \$349 to 0 = \$25

SNYDER STRATEGY Leads: **25% referral fee** for leads provided by *SNYDER STRATEGY*.
Commission Program will be paid after 25% fee is deducted.

ADVERTISING/MARKETING:

SNYDER STRATEGY Realty, Inc. will provide advertising/marketing for the company, however it is not limited to a minimum or maximum, it is solely based on the directional decision of Jesse Snyder, CEO. The agent should be assured, Jesse Snyder will continue to make decisions to ensure a listing is provided with a competitive marketing/advertising campaign to aggressively outsell the competition and provide a sound business plan to sell/buy homes.

All advertising/marketing and any use of the logo *SNYDER STRATEGY Realty, Inc.* is only authorized by Jesse Snyder CEO of *SNYDER STRATEGY Realty, Inc.* Any extra advertising/marketing may be paid for by the agent if the agent so desires, and only if authorized by Jesse Snyder.
Discount advertising in NOT ALLOWED.

Jesse Snyder will only pay for agreed upon advertising/marketing for listing/buying side as it pertains to the business. Any extra requested advertising/marketing must be authorized and reviewed by Jesse Snyder.

Any property of *SNYDER STRATEGY Realty, Inc.*, borrowed by Agent is the responsibility of the agent to return and or repay for any replacement cost of borrowed item(s).

MANDATORY MARKETING/PREFERRED VENDORS:

Preferred Vendors assigned by *SNYDER STRATEGY* will be used to create signs, install/remove sign posts and setting listing appointments (Showing Co.). *SNYDER STRATEGY* sign will not be altered in any way, including no other attachments to the actual sign itself

Preferred vendors: ZipForm Edition (server for legal documents), company website (www.snyderstrategy.net), Sign A Rama (listing & rider signs), google (gmail, contacts, calendar), Rowland Printing (pdf booklets)

It should be noted all business cards will reflect the corporate office address (specific state) & Main HQ phone number (as currently designated)

MLS ORGANIZATIONS:

Every agent of Snyder Strategy Realty, Inc. will be and continue to be in good standing with MLS organizations. All agents will pay for these expenses in a prompt manner without delay or suspension of their membership benefits. It is the agent's responsibility to keep their licenses current and up to date. It is imperative every agent must comply with MLS organizations and RESPA policies. No exceptions allowed.

ETHICS & VALUES, PROFESSIONALIS & PRODUCTIVITY:

Every agent must conduct themselves in a manner that will benefit the clients, prospects, leads and overall business of *SNYDER STRATEGY Realty, Inc.* Due to the challenges of the Real Estate Market, it is important to note; the success of any agent will be the responsibility of the agent himself/herself. **It is understood all agents will comply and honor this stated contract and ensure the integrity of the their business, reflects 100% of this signed contract.**

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E & O INSURANCE:

E & O insurance will be purchased by Snyder Strategy Realty, Inc. and only Jesse Snyder, CEO can approve and negotiate the E & O insurance contract. It should be noted in the event litigation and or lawsuit each agent as noted in the litigation documents will be responsible to pay for the deductible of the E & O Insurance, with a maximum of \$1,000 for the deductible claim and any costs attributed to the lawsuit.

Agent acknowledges that if it is determined that Agent acted fraudulently, grossly or recklessly negligent, or willfully committed fraud; Agent shall be responsible for the full amount of the damages and costs recovered against Company, along with all costs of defense. This language in no way limits the liability of Agent to Company.

INITIAL INVESTMENT ESTIMATED COSTS:

Signs (**mandatory**): branded w/ your name, picture, phone #, and website to capture leads) ****Reusable****

Rider Sold & Texting rider signs (**mandatory**) ****Reusable****
Installation, Removal & Storage of signs (mandatory)

Showing Service (mandatory)

Membership Monthly Fee: Unlimited Benefits
E & O Insurance is a benefit, paid by SNYDER STRATEGY

SNYDER UNIVERSITY: 3 Week Online Training Courses

Onboarding Orientation & Training
24/7 Main HQ Trainer & 24/7 LifeTime Mentor assigned
(agent/team does not owe anything, unless transactions close)

Approximate costs

\$99 estimate per sign:
Approval (**Reusable sign**)

\$26 estimate per sign:
Approval (**Reusable sign**)

MLS membership

\$50 per month
Automatic recurring billing
1st of the month

\$3,000 Fee **one time only**
Deduction, only pay if you
close transactions

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100%+PLUS

Agent Commission	123 Main St. TID 104254789 Super	+\$10,000.
PLUS Bonus	<u>CASH</u> Bonus	+\$200.
Transaction Fee	100%+PLUS Commission Program <u>Fees set by Sales Prices</u>	-\$850.
Direct Deposit Fee	Wiring Funds	-\$6.
		\$9,344. Paid

SUPER BONUS

SUPER BONUS	123 Main St. TID 104254789 Super	+\$10,000.
PLUS Bonus	<u>CASH</u> Bonus	+\$200.
Super Bonus Fee	SUPER BONUS Program \$650 Fee is set for <u>ALL</u> Transactions	-\$650.
Direct Deposit Fee	Wiring Funds	-\$6.
		\$9,544. Paid

ELITE STATUS

ELITE STATUS	123 Main St. TID 104254789 Super	+\$10,000.
PLUS Bonus	<u>CASH</u> Bonus	+\$200.
Elite Bonus Fee	ELITE BONUS Program \$450 Fee is set for <u>ALL</u> Transactions	-\$450.
Direct Deposit Fee	Wiring Funds	-\$6.
		\$9,744. Paid

RECRUITING BONUS

RECRUITING BONUS Commission	Recruiting Agents, 1st Tier Level: \$70 per closed transaction (s)	+\$70.
RECRUITING BONUS	1st Recruited Realtor Transaction	+\$1000.
Direct Deposit Fee	Wiring Funds	-\$6.
		\$1,064. Paid

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CONTRACT REVISIONS/MODIFICATIONS

Certain portions of this Agreement may be modified from time to time by the Company in its sole discretion. Company will provide a minimum of seven days' notice of any material revision for review by agent by sending an email communication to the email address on file

For material changes, after the seven-day review period has elapsed, unless Agent has notified the Company in writing that agent objects to the revisions, agent is deemed to have accepted all revisions. The Company strives to update the Policies and Procedures may be updated at any time necessary. Agent will receive timely communications from Company regarding any such Policy & Procedures update. However, it is the agent's responsibility to remain informed at all times of his or her responsibilities and obligations under the most current version this agreement.

Agreement, the following provisions will supersede and apply:

1. The laws of the entered state supersede any provisions of SNYDER STRATEGY Contract agreements. If such provisions are in conflict with the state law. All company agreement contracts will be governed by the state of residence, the agent resides.

FURTHER CONDITIONS: (final approval by CEO)

This contract dated _____ between **Jesse Snyder**, CEO / Broker Strategist of *SNYDER STRATEGY Realty, Inc.* and _____.

IN WITNESS WHEREOF, the parties hereto have signed these presents the day and year first below written.

Agent Date _____

Jesse Snyder
CEO Date _____

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