



INDEPENDENT CONTRACTOR AGREEMENT
(WITH BINDING ARBITRATION OPTION)

(C.A.R. Form ICA, 6/22)

This Agreement, dated \_\_\_\_\_, is made between SMART RE CORP (Broker) and \_\_\_\_\_ (Associate-Licensee).

In consideration of the covenants and representations contained in this Agreement, Broker and Associate-Licensee agree as follows:

- 1. BROKER: Broker represents that Broker is duly licensed as a real estate broker by the State of California, [X] doing business as SMART RE CORP (firm name), [ ] a sole proprietorship, [ ] a partnership, or [X] a corporation. Broker is a member of the \_\_\_\_\_ Association(s) of REALTORS®, and a participant to the SANDICOR, SDAR \_\_\_\_\_ Multiple Listing Service(s).
2. ASSOCIATE-LICENSEE: Associate-Licensee represents that: (i) he/she is duly licensed by the State of California as a [ ] real estate broker, [ ] real estate salesperson, and (ii) he/she has not used any other names within the past five years, except \_\_\_\_\_.
3. INDEPENDENT CONTRACTOR RELATIONSHIP: A. Broker and Associate-Licensee intend that, to the maximum extent permissible by law: (i) This Agreement does not constitute an employment agreement by either party; (ii) Broker and Associate-Licensee are independent contracting parties with respect to all services rendered under this Agreement; and (iii) This Agreement shall not be construed as a partnership.
4. LICENSED ACTIVITY: A. All listings of property, and all agreements, acts or actions for performance of licensed acts, which are taken or performed in connection with this Agreement, shall be taken and performed in the name of Broker.

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Broker's Initials \_\_\_\_\_ / \_\_\_\_\_ Associate-Licensee's Initials \_\_\_\_\_ / \_\_\_\_\_



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INDEPENDENT CONTRACTOR AGREEMENT (WITH BINDING ARBITRATION OPTION) (ICA PAGE 1 OF 5)

- D. Associate-Licensee shall work diligently and with his/her best efforts to: (i) sell, exchange, lease, or rent properties listed with Broker or other cooperating Brokers; (ii) solicit additional listings, clients, and customers; and (iii) otherwise promote the business of serving the public in real estate transactions to the end that Broker and Associate-Licensee may derive the greatest benefit possible, in accordance with law.
- E. Associate-Licensee shall not commit any unlawful act under federal, state or local law or regulation while conducting licensed activity. Associate-Licensee shall at all times be familiar, and comply, with all applicable federal, state and local laws, including, but not limited to, anti-discrimination laws and restrictions against the giving or accepting a fee, or other thing of value, for the referral of business to title companies, escrow companies, home inspection companies, pest control companies and other settlement service providers pursuant to the California Business and Professions Code and the Real Estate Settlement Procedures Acts (RESPA).
- F. Broker shall make available for Associate-Licensee's use, along with other licensees associated with Broker, the facilities of the real estate office operated by Broker at \_\_\_\_\_ and the facilities of any other office locations made available by Broker pursuant to this Agreement.
- G. **PROHIBITED ACTIVITIES:** Associate-Licensee agrees not to engage in any of the following Real Estate licensed activities without the express written consent of Broker:  
 Property Management;  Loan Brokerage  Business Brokerage;  \_\_\_\_\_

However, if Associate-Licensee has a Real Estate Broker's License, Associate-Licensee may nonetheless engage in the following prohibited activity(ies) only: \_\_\_\_\_ provided that (1) such prohibited activities are not done under the Broker's License, (2) no facilities of Broker (including but not limited to phones, fax, computers, and office space) are used for any such prohibited activities, (3) Associate-Licensee shall not use any marketing, solicitation or contact information that include Broker's name (including business cards) for such prohibited activities, (4) Associate-Licensee informs any actual or intended Principal for whom Associate-Licensee performs or intends to perform such prohibited activities the name of the broker under whose license the prohibited activities are performed, and (5) if Associate-Licensee is performing other permitted licensed activity for that Principal under Broker's license, then Associate-Licensee shall inform any actual or intended Principal for whom the prohibited activities are performed that the prohibited activities are not performed under Broker's license.

**5. PROPRIETARY INFORMATION AND FILES:**

- A. All files and documents pertaining to listings, leads and transactions are the property of Broker and shall be delivered to Broker by Associate-Licensee immediately upon request or termination of this Agreement.
- B. Associate-Licensee acknowledges that, other than practices and processes generally available in the real estate brokerage industry, Broker's method of conducting business is a protected trade secret.
- C. Associate-Licensee shall not use to his/her own advantage, or the advantage of any other person, business, or entity, except as specifically agreed in writing, either during Associate-Licensee's association with Broker, or thereafter, any information gained for or from the business, or files of Broker.

- 6. **SUPERVISION:** Associate-Licensee, within 24 hours (or  \_\_\_\_\_) after preparing, signing, or receiving same, shall submit to Broker, or Broker's designated licensee: (i) all documents which may have a material effect upon the rights and duties of principals in a transaction; (ii) any documents or other items connected with a transaction pursuant to this Agreement in the possession of or available to Associate Licensee; and (iii) all documents associated with any real estate transaction in which Associate-Licensee is a principal.

- 7. **TRUST FUNDS:** All trust funds shall be handled through the Broker's trust account and in compliance with the Business and Professions Code, and other applicable laws.

**8. COMPENSATION:**

- A. **TO BROKER:** Compensation shall be charged to parties who enter into listing or other agreements for services requiring a real estate license:  as shown in "Exhibit A" attached, which is incorporated as a part of this Agreement by reference, or  as follows: \_\_\_\_\_

Any deviation which is not approved in writing in advance by Broker, shall be: (1) deducted from Associate-Licensee's compensation, if lower than the amount or rate approved above; and, (2) subject to Broker approval, if higher than the amount approved above. Any permanent change in commission schedule shall be disseminated by Broker to Associate-Licensee.

- B. **TO ASSOCIATE-LICENSEE:** Associate-Licensee shall receive a share of compensation actually collected by Broker, on listings or other agreements for services requiring a real estate license, which are solicited and obtained by Associate-Licensee, and on transactions of which Associate-Licensee's activities are the procuring cause, as follows:  as shown in "Exhibit B" attached, which is incorporated as a part of this Agreement by reference, or  other: \_\_\_\_\_

**C. PARTNERS, TEAMS, AND AGREEMENTS WITH OTHER ASSOCIATE-LICENSEES IN OFFICE:**

If Associate-Licensee and one or more other Associate-Licensees affiliated with Broker participate on the same side (either listing or selling) of a transaction, the commission allocated to their combined activities shall be divided by Broker and paid to them according to their written agreement. Broker shall have the right to withhold total compensation if there is a dispute between associate-licensees, or if there is no written agreement, or if no written agreement has been provided to Broker.



- D. EXPENSES AND OFFSETS:** If Broker elects to advance funds to pay expenses or liabilities of Associate-Licensee, or for an advance payment of, or draw upon, future compensation, Broker may deduct the full amount advanced from compensation payable to Associate-Licensee on any transaction without notice. If Associate-Licensee's compensation is subject to a lien, garnishment or other restriction on payment, Broker shall charge Associate-Licensee a fee for complying with such restriction.
- E. PAYMENT:** (i) All compensation collected by Broker and due to Associate-Licensee shall be paid to Associate-Licensee, after deduction of expenses and offsets, immediately or as soon thereafter as practicable, except as otherwise provided in this Agreement, or a separate written agreement between Broker and Associate-Licensee. (ii) Compensation shall not be paid to Associate-Licensee until both the transaction and file are complete. (iii) Broker is under no obligation to pursue collection of compensation from any person or entity responsible for payment. Associate-Licensee does not have the independent right to pursue collection of compensation for activities which require a real estate license which were done in the name of Broker. (iv) Expenses which are incurred in the attempt to collect compensation shall be paid by Broker and Associate-Licensee in the same proportion as set forth for the division of compensation (**paragraph 8(B)**). (v) If there is a known or pending claim against Broker or Associate-Licensee on transactions for which Associate-Licensee has not yet been paid, Broker may withhold from compensation due Associate-Licensee on that transaction amounts for which Associate-Licensee could be responsible under **paragraph 13**, until such claim is resolved. (vi) Associate-Licensee shall not be entitled to any advance payment from Broker upon future compensation.
- F. UPON OR AFTER TERMINATION:** If this Agreement is terminated while Associate-Licensee has listings or pending transactions that require further work normally rendered by Associate-Licensee, Broker shall make arrangements with another associate-licensee to perform the required work, or Broker shall perform the work him/herself. The licensee performing the work shall be reasonably compensated for completing work on those listings or transactions, and such reasonable compensation shall be deducted from Associate-Licensee's share of compensation. Except for such offset, Associate-Licensee shall receive the compensation due as specified above.
- 9. TERMINATION OF RELATIONSHIP:** Broker or Associate-Licensee may terminate their relationship under this Agreement at any time, with or without cause. After termination, Associate-Licensee shall not solicit prospective or existing clients or customers based upon company-generated leads obtained during the time Associate-Licensee was affiliated with Broker. Even after termination, this Agreement, inclusive of **paragraph 16**, shall govern all disputes and claims between Broker and Associate-Licensee connected with their relationship under this Agreement, including obligations and liabilities arising from existing and completed listings, transactions, and services.
- 10. AUTOMOBILE:** Associate-Licensee shall maintain automobile insurance coverage for liability and property damage in the following amounts \$250,000.00 / \$500,000.00. Broker shall be named as an additional insured party on Associate-Licensee's policies. A copy of the endorsement showing Broker as an additional insured shall be provided to Broker.
- 11. PERSONAL ASSISTANTS:** Associate-Licensee may make use of a personal assistant, provided the following requirements are satisfied. Associate-Licensee shall have a written agreement with the personal assistant which establishes the terms and responsibilities of the parties to the employment agreement, including, but not limited to, compensation, supervision and compliance with applicable law. The agreement shall be subject to Broker's review and approval. Unless otherwise agreed, if the personal assistant has a real estate license, that license must be provided to the Broker. Both Associate-Licensee and personal assistant must sign any agreement that Broker has established for such purposes.
- 12. OFFICE POLICY MANUAL:** If Broker's office policy manual, now or as modified in the future, conflicts with or differs from the terms of this Agreement, the terms of the office policy manual shall govern the relationship between Broker and Associate-Licensee.
- 13. INDEMNITY AND HOLD HARMLESS; NOTICE OF CLAIMS:**
- A.** Regarding any action taken or omitted by Associate-Licensee, or others working through, or on behalf of Associate-Licensee in connection with services rendered or to be rendered pursuant to this Agreement or real estate licensed activity prohibited by this agreement: (i) Associate-Licensee agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, awards, costs and attorney fees, arising therefrom and (ii) Associate-Licensee shall immediately notify Broker if Associate-Licensee is served with or becomes aware of a lawsuit or claim regarding any such action.
- B.** Any such claims or costs payable pursuant to this Agreement, are due as follows:  
 Paid in full by Associate-Licensee, who hereby agrees to indemnify and hold harmless Broker for all such sums, or  
 In the same ratio as the compensation split as it existed at the time the compensation was earned by Associate-Licensee  Other: \_\_\_\_\_  
 Payment from Associate-Licensee is due at the time Broker makes such payment and can be offset from any compensation due Associate-Licensee as above. Broker retains the authority to settle claims or disputes, whether or not Associate-Licensee consents to such settlement.
- 14. ATTORNEY FEES:** In any action, proceeding, or arbitration between Broker and Associate-Licensee arising from or related to this Agreement, the prevailing Broker or Associate-Licensee shall be entitled to reasonable attorney fees and costs.
- 15. MEDIATION OF DISPUTES:** (1) Broker and Associate-Licensee agree to timely notify the other person and mediate all disputes and claims between them arising from or connected in any way with this Agreement before resorting to arbitration or court action. (2) If any dispute or claim is not resolved through mediation, or otherwise, Broker and Associate-Licensee may mutually agree to submit disputes involving commissions for property transactions to binding arbitration by the procedures and rules set forth in the California Code of Ethics and Arbitration Manual, a copy of which is available at the following link: <https://www.car.org/mlspro/Pro-Standards-Materials>



**16. BINDING FINAL ARBITRATION, (ONLY IF INITIALED BY ASSOCIATE-LICENSEE IN THE BOX BELOW):**

- A. ARBITRATION OF DISPUTES:** All claims or disputes between Broker and Associate-Licensee, not resolved pursuant to **paragraph 15**, shall be submitted to binding arbitration in accordance with **paragraphs 16A-F**. Broker and Associate-Licensee, on behalf of him or herself and any assistants employed by Associate-Licensee, mutually agree to use confidential individual binding arbitration, instead of going to court, for any disputes or claims now in existence or that may exist in the future (i) that Associate-Licensee may have against Broker, his/her affiliates, and/or their current or former employees, and (ii) that Broker and/or his/her affiliates may have against Associate-Licensee his/her affiliates, and/or their current or former employees. Such claims would include, without limitation, any concerning the initiation of the work relationship, the pay or other compensation for the work performed, breach of contract, expenses, any claims by Broker or Associate-Licensee for violations of applicable law or regulations, the decision by Broker or Associate-Licensee to end the assignment, any claims for conversion and/or breach of fiduciary duty, as well as any claims that arise from or relate to Broker's classification of Associate-Licensee as an independent contractor rather than an employee. Such claims do not include disputes or claims which either Broker or Associate-Licensee may have against a Broker client, customer or other brokerages, or vice versa, including cross claims between Broker or Associate-Licensee in conjunction with such disputes. This Agreement to Arbitrate shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq.
- B. ARBITRATION RULES:** Except for those claims resolved by **paragraph 15**, all other claims covered by **paragraph 16A** shall be arbitrated pursuant to the then-current JAMS Expedited or Comprehensive Arbitration Rules and Procedures which are available at [www.jamsadr.com](http://www.jamsadr.com) (under the Rules/Clauses tab) or <https://www.car.org/riskmanagement/CalArbRules>. Notwithstanding any contrary provisions in those rules, however, Broker will pay all costs of the Arbitration that are in addition to or in excess of the amount that a party would need to pay if he/she filed a case in a court of law. Each party shall bear his or her own attorney fees and costs, except that the arbitrator may award a party attorney fees or costs if such an award is authorized by an applicable law or contract. Broker and Associate-Licensee agree that the arbitration will be conducted by a single arbitrator in the JAMS office (as applicable) closest to the county of the Broker's office with which the Associate-Licensee is or was associated (unless otherwise agreed).
- C. NOTICE AND TIMING; APPLICABLE LAW; FINDINGS:** The aggrieved party must file and give written notice of any claim to the other party no later than the expiration of the statute of limitations (deadline for filing) that the law prescribes for the claim. Otherwise, the claim shall be void and deemed waived. The Arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the applicable state, or federal law, or both, as applicable to the claim(s) asserted including applicable California real estate law. In the event of a dispute, the arbitrator shall decide which substantive laws shall apply. The Arbitrator is authorized to award any remedy allowed by applicable law. The Arbitrator shall issue a written and signed statement of the basis of his or her decision, including findings of fact and conclusions of law.
- D. CLASS ACTION WAIVER:** (i) Broker and Associate-Licensee agree that any and all claims pursued against each other will be on an individual basis, and not on behalf of or as a part of any purported class, collective, representative, or consolidated action. Both Broker and Associate-Licensee hereby waive their right to commence, become a party to or remain a participant in any group, representative, class collective or hybrid class/collective or group action in any court, arbitration proceeding, or any other forum, against the other. The parties agree that any claim by or against Broker or Associate-Licensee shall be heard in arbitration without joinder of parties or consolidation of such claim with any other person or entity's claim, except as otherwise agreed to in writing by Broker and Associate-Licensee. This Class Action waiver shall supersede any contrary agreements, statements or rules in the JAMS Rules. (ii) The waiver of Class Action claims and proceedings is an essential and material term of this arbitration agreement in this **paragraph 16**, and the parties agree that if it is determined that the waiver in this **paragraph 16D** is prohibited or invalid in its entirety in a case in which a class action, representative action or similar allegations have been made, then the remainder of **paragraph 16** shall also be void. If, however, some, but not all, of the waivers are found to be unenforceable for any reason in a case in which class action, representative action or similar allegations have been made, the Associate-Licensee's individual claims shall be decided in arbitration. Any class action, representative action or similar action as to which the class action waiver in this **paragraph 16D** is found to be unenforceable shall be decided in court and not in arbitration.
- E. CONFIDENTIALITY:** Broker and Associate-Licensee agree that all proceedings before the arbitrator will remain confidential between the parties, including but not limited to any depositions, discovery, pleadings, exhibits, testimony, or award. The confidentiality will not apply to any court proceeding in which either party seeks to confirm, correct, or vacate an arbitration award.
- F. ASSOCIATE-LICENSEE UNDERSTANDS AND AGREES TO ARBITRATION AND CLASS-ACTION WAIVER.** Associate-Licensee represents and warrants that he/she understands the meaning and effect of the arbitration and waiver agreements in this **paragraph 16** and has been provided a reasonable time and opportunity to consult with legal counsel regarding this agreement to arbitrate. Associate-Licensee hereby agrees to the provisions of these **paragraphs 16A-F**.

Associate Licensee's Initials \_\_\_\_\_ / \_\_\_\_\_



17. **DEFINITIONS:** As use in this Agreement, the following terms have the meanings indicated.

- A. "Listing" means an agreement with a property owner or other party to locate a buyer, exchange party, lessee, or other party to a transaction involving real property, a mobile home, or other property or transaction which may be brokered by a real estate licensee, or an agreement with a party to locate or negotiate for any such property or transaction.
- B. "Compensation" means compensation for acts requiring a real estate license, regardless of whether calculated as a percentage of transaction price, flat fee, hourly rate, or in any other manner.
- C. "Transaction" means a sale, exchange, lease, or rental of real property, a business opportunity, or a manufactured home, which may lawfully be brokered by a real estate licensee.

18. **ADDITIONAL PROVISIONS:** \_\_\_\_\_

19. **ENTIRE AGREEMENT:** All Prior agreements between the parties concerning their relationship as Broker and Associate-Licensee are incorporated in this Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final and complete expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement may not be amended, modified, altered, or changed except by a further agreement in writing executed by Broker and Associate-Licensee.

**By signing below, Associate-Licensee and Broker acknowledge that each has read, understands, accepts, and has received a copy of this Independent Contractor Agreement.**


**ASSOCIATE-LICENSEE:**

Associate-Licensee \_\_\_\_\_ Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone \_\_\_\_\_ Email \_\_\_\_\_

**BROKER:**

Brokerage Firm SMART RE CORP Lic. # #02225421  
 By Andy Parker Title CEO Date \_\_\_\_\_  
 Address 272 E. Via Rancho Pkwy, Suite 245  
 Phone (858)414-3661 Email andyparker@smart.realestate

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## Exhibit A

### REAL ESTATE AGENT INDEPENDENT CONTRACTOR AGREEMENT

The Parties. This Real Estate Agent Independent Contractor Agreement ("Agreement") is made on \_\_\_\_\_("Effective Date"), by and between \_\_\_\_\_("Salesperson") and SMART RE CORP, with a principal office address of 10427 Pinion Trail, Escondido, California, 92026 ("Agency").

The Salesperson and Agency, collectively the "Parties", agree as follows:

1. **The Salesperson.** The Salesperson is a licensed real estate agent in the State(s) of California. In accordance with State law, the Salesperson is duly qualified to solicit real estate as a service to the general public.
  - a) **Status.** The Parties agree that the services provided by the Salesperson are as an Independent Contractor and no other legal relationship exists or is implied. Nothing in this Agreement shall constitute an offer of employment, a partnership, a joint venture, or any other form of relationship other than the Salesperson's relationship with the Agency.
  - b) **Licensing.** At the Salesperson's own expense, he or she will be required to remain in "good standing", or the State's equivalent, through the term of this Agreement. In the event the license issues to the Salesperson is revoked suspended, or not renewed for any reason, the Salesperson shall automatically terminate effective the date of termination provided. The Salesperson agrees to hold the Agency harmless in any case related to licensing.
  - c) **Board of Realtors.** Under this Agreement, the Salesperson is required to apply and become a paying dues member to the local Association of Realtors board within 10 days of the Effective Date.
  - d) **Fines.** The Salesperson is entirely responsible for any fines or judgments made against them, including payment, in regards to the Real Estate Commission, the National Association of Realtors, or any other regulatory institution.
  - e) **Best Efforts.** Salesperson shall exert his/her best efforts in all activities related to the listing, selling, leasing, or exchanging of real property and will always and at all times conduct himself/herself in full compliance with local state, and federal statutes, rules and guidelines and in a way that reflects the high standards of the Agency.

f) **Fees.** The Salesperson agrees to pay for all fees and expenses incurred in the process of selling real estate except: E & O Insurance, Back Office, Training, Transaction & Business Support

2. **Withholdings.** As an independent contractor, the Salesperson understands they will be personally responsible for all Local, State, and Federal Taxes. In addition, the Salesperson agrees to indemnify the Agency for any and all liabilities or costs related to the aforementioned employment withholdings.

a) **Employment Insurance.** As an independent contractor relationship, Salesperson provides no Worker's Compensation or Unemployment Insurance coverage of any kind. Salesperson expressly waives such coverage and is hereby notified that if Workers Compensation Coverage is desired, Salesperson must personally obtain coverage directly from a licensed insurance carrier at the Salesperson's sole expense.

3. **Office Support.** The Agency shall provide an atmosphere with support for assisting the Salesperson with running their own business. The offices provided by the Agency are not guaranteed to have its own furniture or equipment and shall be the responsibility of the Salesperson.

a) **Supervision.** Agency is responsible for the supervision of all work performed by Salesperson as required by law and this Agreement. Except where such methods are inconsistent with the law or this agreement, Salesperson is solely responsible for the management of their own real estate business including, but not limited to, the management of time, efforts, expenses, etc. Agency shall have no right, except to the extent required by law to direct or limit Salesperson's activities as to hours, leads, floor time, open houses, prospecting, reports, sales meeting attendance, services, time off, vacation, or together similar activities.

4. **Salesperson's Authority.** Salesperson is NOT an agent of the Agency and shall have NO authority to bind the Agency by any promise or representation unless such authority is expressly granted in writing which writing must include the specific time period and terms included in said agreement. Salesperson indemnifies and agrees to hold Agency harmless for any acts or omissions made by Salesperson contrary to this Agreement.

5. **Fair Housing Requirements.** The Agency is committed to full compliance with all Federal and State Fair Housing Laws. Therefore, Salesperson shall fully understand and comply with all Fair Housing requirements and shall not act or advertise in any way to deny equal professional services or housing opportunity to any person for reasons of race, color, religion, sex, handicap, familial status, or national origin as mandated in the "Equal Housing Opportunity Act" or any other current or future enacted regulations.

6. **Termination.** This Agreement is considered to be month to month and as such, either party may "at-will" and without cause, terminate by providing at least 14 days' written

notice. Any fees, which were prepaid to Agency pursuant to the terms contained herein, shall be retained by Agency at the time of early termination in all situations except where the early termination is due to the inability of the Agency to perform services as agreed. If Agency is unable to perform agreed upon services for any reason, any prepaid fees (if any) shall be returned on a prorated basis for each full month of the remaining prepaid term. Agency shall have no further obligation or liability to Salesperson beyond re-payment of pre-paid fees as outlined herein.

7. **Commissions.** All commissions charged by the Salesperson to a Client in the solicitation of their property to procure a sale shall be payable to the Agency. The Salesperson has the right to negotiate and charge their own rates:

a) **Payment of Commissions.** For every commission generated by the Salesperson and paid to the Agency, the Salesperson shall be paid 85% and Agency shall retain 15% of the total commission amount ("Commission Arrangement") until the Cap of \$15,000 is reached within each calendar year. This Commission Arrangement is separate from any other liabilities in this Agreement. All commissions shall be paid within thirty (30) days to the Salesperson and must meet the compliance guidelines prior to payment

8. **Assignment.** The Salesperson shall not assign or otherwise transfer any of the rights and obligations so placed on the Salesperson hereunder. Any purported or attempted assignment or other transfer or delegation in violation of this section shall deem this Agreement null and void

9. **Indemnification.** Salesperson agrees to indemnify and hold harmless the Agency, its agents, employees, officers, successors, assigns, and any other party deriving title under the term Agency from all fined, levies, suits, proceedings, claims, actions, or causes of actions of any kind whatsoever including, but not limited to, all costs, court costs, litigation expenses and attorney fees arising from, growing out of, in connection with or incidental to the Salesperson activities and operation of real estate business

10. **Notice.** Any notice to be given by one of the Parties to the other under, or in connection with this Agreement, shall be in writing and signed by or on behalf of the Party giving it, and addressed to the recipient at the mailing address, facsimile number, or following e-mail:

**Salesperson**

E-Mail: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

**Agency**

E-Mail: hello@smart.realestate

Mailing Address: 272 E. Via Rancho Pkwy, Suite 245, Escondido CA 92025

11. **Amendments & Modifications.** At any time with thirty (30) days' written notice, the Agency has the right to change the terms of this Agreement.



12. **No Waivers.** The rights and remedies of the parties to this Agreement are cumulative and not alternative. No waiver of any rights is to be charged against any Party unless such waiver is in writing signed by an authorized representative of the Party so charged. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.
13. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the party's intent.
14. **Execution in Counterparts.** This Agreement may be executed in counterparts (which may be exchanged by facsimile), each of which will be deemed an original, but all of which together will constitute the same Agreement.
15. **Governing Law.** The validity, construction, interpretation of this Agreement shall be governed by and construed in accordance with the laws in the State of the Agency's principal office, without regard to principles of conflicts of law. The Parties hereby consent and agree to the exclusive jurisdiction of the state and federal courts located in said State for all suits, actions or proceedings directly or indirectly arising out of or relating to this Agreement, and waive any and all objections to such courts, including but not limited to objections based on improper venue or inconvenient forum, and each Party hereby irrevocably submits to the jurisdiction of such courts in any suits, actions or proceedings arising out of or relating to this Agreement.
16. **Additional Terms and Conditions.** The fee structure is as follows. There will be a \$500 one time set up fee, unless waived by management. There will be an annual fee of \$500 payable through your first transaction, unless waived by management. There will be a Brokerage fee of \$85 per month, unless waived by management.
17. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein, superseding all previous Agreement pertaining to such subject matter, and may be modified only by an amendment executed in writing by the authorized officers of both parties hereto. All prior agreements, representations, warranties, statements, negotiations, understandings and undertakings are superseded hereby.
18. Both parties hereto represent that they have read this Agreement, understand it, agree to be bound by all terms and conditions stated herein, and acknowledge receipt of a signed, true and exact copy of this Agreement.

## Exhibit B

### COMPENSATION PLAN & FEES

The Independent Contractor (Agent) will have different percentage split plans that will be in force depending on the type of real estate transaction and which type of real estate and who sources the deal. The specifics are below:

1. Any traditional real estate transactions that are generated by you, will be split 85 / 15 with a \$15,000 CAP. Once the CAP is met, there will be no split and you will keep 100% of the commissions on the side you are representing until your anniversary date, then your Cap will reset. If you are running a team, your Cap is \$15,000, but your team members Cap will be cut in half to \$7,500 once your team has met the minimum GCI volume requirements or is approved by Smart
2. There is a \$99 or \$500 One time set up fee and a \$85 per month Brokerage fee. If you choose the \$500 option, then Smart's Essential Kit is included
3. Transaction Fee: There is a 0.1% Transaction Fee with a \$500 cap deducted at the close of each escrow and payable to the Agency
4. CPEO: The Compliance, Processing, Errors & Omission (CPEO) policy will be a \$60 fee deducted at the close of each escrow and payable to the Agency
5. Transaction Management: The policy is that this is an included service managed by Kevin Burke, J.D. It is mandatory to use our Transaction Management Service for compliance purposes. For more details, please contact Andy Parker or your Onboarding Specialist

Note: SMART has contracted with Skyslope and has paid other software platforms. This means that as part of your Transaction Management service Smart will provide all of your transaction tracking and form templates for ease of use and will keep those up to date for you.

6. The main benefits of joining Smart are below:
  - **Fair Splits & Fees**
  - **TC & TM Services Included**
  - **Generous Rev Share**
    - 10% per level
    - 5 Levels
    - You just need a real estate license and close 1 deal a year to be eligible
  - **The Smart Essential Kit:**
    - 100 Business Cards
    - 1 Full Size Color For Sale Sign

- 5 Presentation Folders
- 5 Open House Signs
- 1 Name Badge
- Social Media Pages Sync
- Email Signature
- An intelligent agent website with IDX, AI & CRM Integrations

➤ **The Smart Virtual Office (Tech & Tools):**

- Market Center
- Transaction Management Access
- Training
- Revenue Share Account Tracking
- Agent Connect Intranet
- Agent Support
- Listing System
- Buying System
- Etc.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the day and year first written above.

**AGENCY**

Agency Representative's Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

**SALESPERSON**

Salesperson's Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_