# Sand Dollar Realty Group, Inc., REALTORS801 W. State Road 436, Suite 2065Altamonte Springs, FL 32714Office: (407) 389-7318www.SDRhouses.comEmail: Careers@SDRhouses.com

Dear Real Estate Professional,

Thank you for showing your interest in becoming a member of Sand Dollar Realty Group. We are a unique real estate company catering to the needs of intermediate to experienced real estate associates who are looking for more independence and a flavor towards creative mindedness and investor-friendliness which is often lacking in most traditional brokerages.

Below is a list of the completed information we will need in order to process your application. You can either fax these forms to 407-389-4418 or email them to Careers@SDRhouses.com. All information will be kept private and confidential.

- ( ) Agent Information Sheet
- () W-9 IRS Tax Form
- () RE-11 DBPR Form
- ( ) Independent Contractor Form
- ( ) Legible copy of your driver's license / government issued ID

# Sand Dollar Realty Group, Inc. / Sand Dollar Referrals, LLC

# **Agent Information Sheet**

Name:	
Address:	
Phone #`s:	
Email address:	
Website:	
Real estate license #: MLS Member II	D #:
Which Realtor Association are you a member of?	
Previous brokerage company name:	
How did you hear about our firm?	
Which commission structure are you applying for? (check one):	
( ) 100% Plan ( ) 90% Plan ( ) Refe	rral Plan
Have you ever been involved with a DBPR or other license law complaint or disciplinary proceeding in any state/country?	( ) Yes / ( ) No
Have you ever been involved with a Realtor® ethics complaint under the National Association of Realtors' Code of Ethics?	( ) Yes / ( ) No
Have you even been convicted of, been held legally responsible for, or have current charges pending of a crime of any type?	( ) Yes / ( ) No
Have you ever been involved in a real estate related lawsuit?	( ) Yes / ( ) No
Have you ever been involved in an errors & omissions insurance claim?	( ) Yes / ( ) No
Please explain any "Yes" answers:	

Agent warrants that the information provided is true and correct to the best of their knowledge.

Signature

Date

## Request for Taxpayer Identification Number and Certification

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

usiness name/disregarded entity name, if different from above	······	
heck appropriate box for federal tax classification of the person whose name is entered on line 1. C Illowing seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
Individual/sole proprietor or C Corporation S Corporation Partnership single-member LLC	Trust/estate	Exempt payee code (if any)
Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partne	ership) 🕨	
Note: Check the appropriate box in the line above for the tax classification of the single-member of LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a sir is disregarded from the owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of the tax classification of the tax classification of the tax classification of tax cl	Exemption from FATCA reporting code (if any)	
Other (see instructions)		(Acclies to accounts maintained outs be the U.S.)
ddress (number, street, and apt. or suite no.) See instructions.	Requester's name	and address (optional)
ity, state, and ZIP code		
st account number(s) here (optional)		
Taxpayer Identification Number (TIN)		
tholding. For individuals, this is generally your social security number (SSN). However, ien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other	for a	curity number
O ddr ity, st a TIN	ther (see instructions) ► ress (number, street, and apt. or suite no.) See instructions. state, and ZIP code account number(s) here (optional) Taxpayer Identification Number (TIN) N in the appropriate box. The TIN provided must match the name given on line 1 to a olding. For individuals, this is generally your social security number (SSN). However, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other	ther (see instructions) ► ress (number, street, and apt. or suite no.) See instructions. state, and ZIP code account number(s) here (optional) Taxpayer Identification Number (TIN) N in the appropriate box. The TIN provided must match the name given on line 1 to avoid folding. For individuals, this is generally your social security number (SSN). However, for a

**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.

#### Part II Certification

Under penalties of perjury, I certify that:

- 1. 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
- 2. 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
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. 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 ►	X

## **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-INT (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)

Employer identification number

- 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				
Add Employee [3020] Terminate Employee [4020]	<ul> <li>Become Inactive [4020]</li> <li>Change Employer [9007]</li> </ul>			

#### Section II – Associate Information

	ME MARKADE AVE N	ORMA (ON PARTY OF		
License Number:			Ī	0
Last/Surname	First	Middle	Suffix	
Primary Phone Number	Primary E-Mail A	ddress	-	

#### Section III – Broker or Company Information

	FOMPANYANEORMANDA	je je odkoje je			
Last/Surname (Qualifying broker)	First Middle	Suffix			
License number of real estate company:					
Name of real estate company: SAND POLLAR REFERRAS LLC					
Primary Phone Number	Primary E-Mail Address	Om			
Signature of qualifying broker that is adding or terminating employee:					

#### Section IV - Affirmation By Written Declaration

AFERMATION BY AWRITTEN DECLARATION

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.

Signature:

Date:

Print Name:

#### Independent Contractor Agreement between Broker and Associate



("Broker")

("Associate")

Sand Dollar Referrals, LLC

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.

	is licensed as a sales associate (license number SL _	) Droker associate (license number
,	BK/BL) in the State of Florida a	nd 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; otherwise, 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 her/his 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 her/his best efforts to procure real estate-related business for Broker and will conduct her/his 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.
    - (2) Office Policy Manual: Broker x maintains does not maintain an office policy manual. Associate has received a copy and agrees to comply with the manual and such modifications, addenda, and changes as may be incorporated therein from time to time.
  - (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, 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 Broker's name. Associate is responsible for providing all tools necessary to perform the duties outlined. Associate will also be

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responsible for providing **Associate's** own automobile and is responsible for transportation expenses, including insurance in the minimum coverage amount of 10000 for personal injury protection liability and insurance in the minimum coverage amount of 25000 for bodily injury liability and insurance in the minimum coverage amount of 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 her/his/its discretion places exclusively in the possession of another associate.
- (b) Access to Facilities: Associate may use 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, if any. In the event of conflict between 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 \_\_\_\_\_ days after the funds are collected and have cleared:

25 % of the fee as commission for	referrals of sales and rentals to Broker
70 % of the fee as commission for	assisting Broker in an active role in the transaction
70 % of the fee as commission for	any referral fees paid from other brokerages

- (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 other incentive, if such premium, incentive, or bonus is in the form of money, then the same split as all other commissions

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 **Sociate**. 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 attorney's 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 before termination less amounts owed to Broker and amounts Broker must pay another licensee to complete pending transactions for which Associate was responsible before termination.
- 4. Errors and Omissions Insurance: S Broker maintains Errors and Omissions insurance which coverage includes Associate. Associate will pay a portion of Errors and Omissions coverage as follows: Associate is responsible for the deductible portion of any claim.

Broker (\_\_\_\_\_) and Associate (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 3.

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- 5. Term; Termination: This Agreement will be in effect for <u>1</u> year(s) from the effective date. Either party may terminate this Agreement by <u>1</u> 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 her/his 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 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 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 arbitration or other arbitration or litigation (including appeals and interpleaders) 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: <u>1. Any leads of customers or properties in Orange, Osceola, Seminole, and Volusia Counties,</u> Florida must be referred to Broker.

2. Associate shall have no authority to list, show, manage, auction, appraise, negotiate, or advertise property, or otherwise work with any customers or potential customers in providing real estate services to them except under the direct supervision and approval of Broker. Associate must notify Broker on a regular basis whenever they are conducting real estate activities involving Broker or potential customers.

3. Upon expiration, the Agreement will renew automatically on a month-to-month basis.

4. Broker's company policy manual and any updates/modifications contain additional policies and procedures that may change from time-to-time. If there are any discrepancies between this Agreement and the Broker's policy manual, the policy manual shall override the terms of this Agreement.

Sand Dollar Referrals, LLC

Brokerage Name			
Broker	Date	Associate	Date
G. R. Arnold, Jr., Manager Print name		Print name	

Broker (\_\_\_\_\_) and Associate (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 3 of 3.

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# GETTING STARTED WITH SAND DOLLAR REALTY GROUP

We want to welcome you aboard as a new associate with our firm. We like to distinguish our firm as a different type of real estate office from what most customers and associates are used to dealing with. The following are the steps you need to take to jump start your career with our firm.

- JOIN THE BOARD OF REALTORS<sup>®</sup>. Our firm presently has memberships in the Realtor<sup>®</sup> associations listed below. If you are not already a member of one of these associations, you will need to join on of them. You will not be able to join a Realtor<sup>®</sup> association until you have activated your real estate license with our brokerage. Within 60 days of signing your independent contractor agreement, you will need to have joined one of these associations.
  - Orlando Realtors: <u>www.orlrandorealtors.org</u>
  - Daytona Realtors:
  - Fort Lauderdale Realtors:
  - Northeast Florida Realtors:
  - Space Coast Realtors:
  - Tampa Realtors:

www.orlrandorealtors.org www.daytonarealtors.com www.r-world.com www.nefar.com www.space321.com www.gtar.org

- 2) ATTEND MEETING WITH OUR BROKER. Also within 60 days of signing your independent contractor agreement, you will need to attend a one-on-one meeting with our Managing Broker, Rob Arnold. In limited instances, the Managing Broker will allow a one-on-one telephone interview.
- 3) REVIEW OUR COMPANY POLICY MANUAL AND THE ASSOCIATE FORMS ON OUR WEBSITE. These documents can be found on the "Agent Resources" page of our website <u>www.SDRhouses.com</u>. The website has many documents that you will need to review. The most important of which is our company's policy manual. This manual explains how our company does business as pertaining to our sales associates. We strongly encourage you to read through the policy manual as well as all of the forms and documents on the website. Many of the documents on the website will greatly assist you in your marketing to customers and in your listing and closing of transactions. If you are unsure of the password to access the forms on this page, please contact our office.
- 4) WHERE TO GET FORMS. All the contracts, addenda, listing, and disclosure forms you need that are not on our website can be found in the Forms Simplicity and Transaction Desk software programs at the Florida Association of Realtors' website <u>www.floridarealtors.org</u> and in the MLS. Once you join a Realtor® association, you will get a password to access these websites. If you need forms prior to getting your password, please contact our office and we will email them to you.
- 5) WHERE TO GET REALTOR® SUPPLIES. The Realtor ® association has a store on site as well as online. You can obtain most of your Realtor® supplies from them. Sand Dollar Realty Group "for sale" signs can be obtained directly

from our office. You are permitted to create sign riders or have signs designed with your name and phone number on them. Name tags and business cards can be designed or created by whomever you wish as long as they comply with the company's policy manual.

- 6) LISTING PROPERTIES ON MLS. You will be given a password to access the MLS from the Realtor® association. If you need to list a property prior to getting MLS access, please contact our office and we will assist you in listing the property. Once you have MLS access, you will need to list the property in MLS from your own computer. Someone in our office can help walk you through the listing process on your first few listings. Additionally the Realtor® association offers many training classes on using the MLS and filling out the paperwork.
- 7) OFFICE EQUIPMENT YOU WILL NEED. To set up your home office some of the major equipment items you will need are a personal computer with word-processing and spreadsheet software, all-in-one copier/printer/scanner, smart/cell phone, and high speed internet access.
- 8) ADVERTISING, WEBSITES, AND BUSINESS CARDS. We do not have any specific template for advertising, websites, and business cards. There is a business card template for Vistaprint.com and downloadable logo on the "Agent Resources" page of our website <u>www.SDRhouses.com</u>. Associates are permitted to be creative with their design as long as they comply with the law and the Realtor Code of Ethics. Our company policy regarding advertising and business cards can be reviewed in the company Policy Manual. The minimum disclosure requirements for advertising and business cards are the exact brokerage name, your last name as it appears on your license, and a disclosure that you have a real estate license. These disclosures need to be clear and obvious to everyone viewing your advertising, websites, and business cards.
- 9) ADDITIONAL CHARGES BY BROKERAGE. All fees and charges are subject to change without notice.
  - \$100 fine for not turning in listing agreement/modification within 3 days.
  - \$100 fine for not turning in paperwork/file within 7 days of closing.
  - \$25 check processing fee for handling checks besides standard sales and rental transactions.
  - \$25 late charge for monthly fees not paid by the 1<sup>st</sup> of the month.
  - \$25 bounced check charge.
  - \$40 metal For Sale sign with stand.
  - \$15 plastic For Sale sign with stand.

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