

Sand Dollar Realty Group, Inc., REALTORS

801 W. State Road 436, Suite 2065

Altamonte Springs, FL 32714

Office: (407) 389-7318

Fax: (407) 389-4418

www.SDRhouses.com

Email: 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 ID #: _____

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

Referral 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

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	
<input checked="" type="checkbox"/> Add Employee [3020]	<input type="checkbox"/> Become Inactive [4020]
<input type="checkbox"/> Terminate Employee [4020]	<input checked="" type="checkbox"/> Change Employer [9007]

Section II – Associate Information

ASSOCIATE INFORMATION			
License Number:			
Last/Surname	First	Middle	Suffix
Primary Phone Number	Primary E-Mail Address		

Section III – Broker or Company Information

COMPANY INFORMATION			
Last/Surname (Qualifying broker)	First	Middle	Suffix
License number of real estate company: CQ 1031630			
Name of real estate company: SAND DOLLAR REFERRALS LLC			
Primary Phone Number 407-389-7318	Primary E-Mail Address info@sdrhouses.com		
Signature of qualifying broker that is adding or terminating employee:			

Section IV – Affirmation By Written Declaration

AFFIRMATION BY WRITTEN DECLARATION	
<p>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.</p>	
Signature:	Date:
Print Name:	

Independent Contractor Agreement between Broker and Associate



Sand Dollar Referrals, LLC

("Broker")

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.

("Associate")

is licensed as a sales associate (license number SL _____) broker associate (license number BK/BL _____) in the State of Florida and 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** 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

Broker (_____) and **Associate** (_____) acknowledge receipt of a copy of this page, which is Page 1 of 3.

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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 \$ 25000 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 7 days after the funds are collected and have cleared:

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

(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 **Broker** **Associate**. 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: **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.

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.

- 1) JOIN THE BOARD OF REALTORS®. Our firm presently has memberships in the Realtor® 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® 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: www.orlandorealtors.org
- Daytona Realtors: www.daytonarealtors.com
- Fort Lauderdale Realtors: www.r-world.com
- Northeast Florida Realtors: www.nefar.com
- Space Coast Realtors: www.space321.com
- Tampa Realtors: 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 www.SDRhouses.com . 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 www.floridarealtors.org 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 www.SDRhouses.com. 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 1st of the month.
 - \$25 bounced check charge.
 - \$40 metal For Sale sign with stand.
 - \$15 plastic For Sale sign with stand.