



**REAL ESTATE BROKER, MANAGING PARTNER AND CIRCLE LEADER  
Independent Contractor, Confidentiality and Non-Solicitation Agreement**

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This Real Estate Broker, Managing Partner and Circle Leader Independent Contractor, Confidentiality and Non-solicitation Agreement (“Agreement”) is entered into by CanZell Reality, Inc. (“CR”) and \_\_\_\_\_ (“Agent,” “you,” or “your”) (each, individually, a “Party” and, collectively, the “Parties”) as of the date listed at the end of this Agreement under Agent’s signature (the “Effective Date”).

Whereas, CR is a licensed real estate broker in multiple U.S. States and engages in the business of providing assistance in real estate transactions and related services to members of the public;

Whereas, CR has established a unique real estate brand and customer/client-base over a long period of time due to its excellent reputation;

Whereas, Agent is duly registered and licensed with the State of \_\_\_\_\_ (“Licensed State”) to do business as a real estate licensee and desires to work with, or be given continued opportunities to work with, CR as an independent contractor subject to the terms and conditions of this Agreement;

Whereas, Agent is or desires to work with CR as an independent contractor in the role of \_\_\_\_\_ [Broker, Managing Partner and Circle Leader];

Whereas, if Agent is currently working with CR pursuant to a prior agreement, Agent recognizes that his or her continued opportunity to work with CR as an independent contractor is expressly contingent upon Agent’s agreement to this Agreement, and if Agent is unwilling to agree to this Agreement he or she will not be permitted to continue working with CR and his or her independent contractor status with CR will be immediately terminated;

Whereas, in consideration of CR allowing Agent to work with CR as an Independent Contractor, Agent agrees to the terms, warranties and covenants contained in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

**1. SCOPE OF WORK AND COMPENSATION**

CR engages Agent as an independent contractor to provide assistance to CR Clients and CR Customers in real estate transactions and related services, including serving as a real estate agent or other agent with respect to the management, purchase or sale of real estate (“Real Estate Services”), and Agent agrees to furnish such Real Estate Services for CR’s Clients and Customers. CR also engages Agent as an independent contractor to lead agents in their “Circle” (as defined by CR in its Handbook and training materials) by their aforementioned role.

Real Estate Services include, but are not limited to: (1) the listing of properties for sale under the CR brokerage brand; (2) representing buyers and/or sellers in the purchase or sale of real estate; (3) the solicitation and marketing necessary to generate new listings or generating new buyers/sellers; (4) following the rules of conduct as laid out by the department of licensing or state licensing authority, MLS Rules and the Association of REALTORS; (5) the requirements set forth in Addendum A; and (6) such other requirements as CR may require from time to time of Brokers, Managing Partners and/or Circle Leaders, as applicable.

CR will pay Agent in accordance with the payment terms described in CR's then current Compensation Plan, as expressed in Addendum A or otherwise in writing, as it is updated by CR from time to time, and Agent shall have 7 calendar days to review changes before they take effect. Should changes to the Compensation Plan cause Agent to no longer wish to work with CR as an independent contractor, then: (1) the provisions of Section 3.c. shall apply; (2) any pending files will close with CR; and (3) Agent will receive full compensation on any unpaid transactions under the terms of the Compensation Plan in place immediately before the change. Agent's failure to notify CR in writing of Agent's desire to terminate this independent contractor relationship within 7 business days of Agent's receipt of such changes to the Compensation Plan shall be deemed an irrevocable acceptance of such changes to the Compensation Plan.

## **2. INDEPENDENT CONTRACTOR RELATIONSHIP WITH CR**

Agent is an independent contractor, as defined under Section 3508 of the Internal Revenue Code, with the title of "Real Estate Salesperson" or such other equivalent title as the State recognizes (i.e. Broker, Qualifying Broker, Principal Broker, Licensee, etc.) and shall remain as such throughout the Term of this agreement, and is not an employee, partner or joint-venturer of CR. Agent is responsible for properly reporting and paying all applicable local, state and federal taxes he or she accrues in the course of his or agency with the CR. CR is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments it owes to Agent. Agent shall not be entitled to receive any benefits that employees of CR are entitled to receive, and Agent shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of Agent's work for CR. As an independent contractor, Agent is responsible for paying when due all his/her federal and state income taxes and self-employment taxes, including estimated taxes. Agent shall indemnify CR for any claims, costs, losses, fees, penalties, interest or damages suffered by CR resulting from Agent's failure to comply with this provision.

## **3. TERM OF THIS AGREEMENT**

a. **Initial Term.** The initial term of the Agreement shall be for one (1) year (the "Initial Term"). Upon the conclusion of the Initial Term, this Agreement shall automatically renew for consecutive one (1) year periods ("Additional Terms"). For purposes of this Agreement, the Initial Term and any Additional Terms are collectively referred to as the "Term."

b. **Termination.** The Agent's agency with CR is terminable at will by either Party at any time following advanced written notice to the other Party in all States in which such arrangement is lawful, or upon Agent's breach of any term of this Agreement without notice to Agent.

**c. Notice of Departure.** CR spends considerable resources to align Brokers, Managing Partners and Circle Leaders in the marketplace. If a Broker departs from CR, CR must secure another Broker to oversee the licenses of the agents in the local marketplace. If Broker does not provide sufficient notice, CR and CR's agents could lose significant business, commissions, business opportunities and goodwill during the time-frame it takes to secure a replacement broker, and such losses would be difficult to calculate. Similarly, Managing Partners and Circle Leaders provide leadership roles that take time to replace. Therefore, Brokers, Managing Partners and Circle Leaders agree that they will provide the following advanced notice prior to departing from CR and accept as liquidated damages the following if departure is made without requisite notice.

- i. Brokers shall provide no less than twelve (12) weeks' notice (the "Broker Notice Period") prior to terminating this Agreement or departing their independent contractor relationship with CR. If CR elects to terminate Agent, CR may require that Agent remain with CR for the duration of the Notice Period. During such time-frame from termination through the conclusion of the Notice Period, whether the termination was voluntary or involuntary on the part of the Agent, Agent shall ensure that his/her brokerage license is in place and active, and shall cooperate fully with CR to coordinate and assist with obtaining and inserting a replacement broker, until such a time as CR can find and retain a replacement broker, or the conclusion of the Notice Period, whichever is shorter. If Agent breaches this Section 3.c.i., Agent shall pay to CR the following:
  - a. Base liquidated damages in the amount of \$5,000; precise damages being difficult to quantify, the Parties agree that this a fair estimate of base damages and is not a penalty; and
  - b. If any agent licenses are placed or become inactive or moved due to Agent pulling their brokerage license before the conclusion of the Broker Notice Period, additional liquidated damages of \$5000 per agent that is lost; and
  - c. In addition to liquidated damages, Agent shall further indemnify CR for any and all lost commissions incurred by CR or other CR agents as a result of Agent's breach.
- ii. Managing Partners and Circle Leaders shall provide no less than three (3) weeks' notice (the "MP and CL Notice Period") prior to terminating this Agreement or departing their independent contractor relationship with CR. Agent shall pay to CR liquidated damages for failing to provide such notice in the amount of \$500.

With respect to this Section 3.c., time is of the essence.

**d. Survival.** Sections 4-13 of this Agreement shall survive the termination of this Agreement, regardless of the reason or reasons this Agreement was terminated.

#### **4. AGENT AGREEMENTS AND WARRANTIES**

**a. Agents Warranties.** Agent warrants and agrees that: (i) Agent is a licensed real estate agent under the laws of the Licensed State and also any other applicable jurisdiction(s) where Agent will be performing Real Estate Services, and Agent shall remain licensed during the Term; (ii) as of

the Effective Date, Agent has no disciplinary actions pending against Agent by any applicable real estate or similar boards in any jurisdiction; (iii) Agent shall conduct Agent's business in accordance with all applicable laws and rules governing the real estate industry; and (iv) Agent shall abide by the rules and regulations contained in the CR Agent Manual / Guidebook, as it is updated by CR from time to time.

**b. Agent Liable for Own Expenses.** Agent shall be solely liable for any expenses incurred by Agent in furtherance of Real Estate Services. Agent shall have no authority to bind CR by any promise or representation, unless specifically authorized in writing by CR to do so. Agent may also be liable for additional costs and expenses to CR as stated in the then current CR Agent Manual / Guidebook.

**c. Agent Not Party to Other Agreements.** Agent represents and warrants that Agent is not a party to any agreement with another party containing a non-solicitation provision, non-compete agreement, or other restriction with respect to (1) the nature of any services that Agent will perform in the course of Agent's providing Real Estate Services on behalf of CR, and/or (2) the disclosure or use of any information that directly or indirectly relates to the nature of the business of CR or the services to be rendered by Agent during the period Agent provides Real Estate Services on behalf of CR.

**d. Commission Withholdings.** To the extent permitted by applicable law, CR may withhold all or a portion of any commission otherwise owed by CR to Agent in order to satisfy any debt or obligation of Agent to CR.

**e. License Requirements.** Agent will submit all documents necessary for Agent to be and remain in compliance with local, state and federal laws as well as CR Policies and Procedures. Agent has the sole responsibility of making sure that his/her license and other documents are in order and valid. Should Agent be in violation of any applicable licensing requirements, or should Agent's license lapse or be revoked or suspended for any reason, CR may retain and keep any and all commissions and/or Revenue Share during the period of time that the licensure is not in compliance.

**f. Company Meetings.** Agent is recommended to attend a minimum of two State CR meetings per month in-person, via Zoom or other means as directed from time to time by CR, and Agent is strongly encouraged to attend as many State CR meetings as possible. Agent is also encouraged to attend National CR meetings and participate in as many enrichment classes that may be held by CR and/or other agents. These recommendations do not alter or waive any specific requirements that CR imposes upon Agents, such as those contained in Addendum A.

## **5. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION**

**a. Definition of Confidential Information.** "Confidential Information" means CR's proprietary and nonpublic information of commercial value that Agent would not be aware of if Agent had not been affiliated with CR. Confidential Information may include, but is not limited to, information stored on CR's private computer and/or cloud network, including the "J" drive, communications contained in emails and things spoken orally to Agent.

The following are specific examples of Confidential Information, although this is not an exclusive list. Confidential Information includes: this Agreement, all lists and databases of CR's current and former customers and clients; contracts with CR's current and former customers and clients; information related to CR's current and former customers and clients, such as contact information, social security numbers and financial information; the identities and contact information for CR's Professional Referral Sources (defined below); CR's business plans; business models; growth and development plans; sales and profit data; marketing plans, methods and strategies; sales and marketing materials; unpublished advertising content; listing presentations; marketing agreements with other companies; training materials; transaction and closing coordinator checklists; internal corporate documents such as corporate minutes, tax forms and accounting data; internal information regarding CR's daily operations; financial and management information; sales volume logs; operating and agent manuals; buyer and seller Net Sheets; commission rates; agents' commissions; employee payroll information; and agent and employee job descriptions and security procedures. Confidential Information also includes any information that is designated (either orally or in writing) by CR as "confidential," "proprietary," or some such similar label.

Confidential Information does not include any information that is now publicly known or that subsequently becomes generally publicly known, unless the information becomes public as a result of a breach of duty of confidentiality, loyalty, law, or contract, by Agent or someone acting in concert with Agent.

**b. Confidentiality.** Agent agrees to use the Confidential Information solely for the benefit of CR and for the purpose of performing Real Estate Services for CR. Agent shall treat all Confidential Information in a secret and confidential manner and shall not make use of or disclose any Confidential Information, directly or indirectly, for any purpose whatsoever, to any person or entity outside of CR, at all times during the Term of this Agreement, and for the time period of two (2) years following Agent's departure from CR.

**c. Trademark Usage.** "CanZell Realty," "CR" and similar brand identities belong to CR and have been registered with the US Trademark and Patent Office as a Trademark of CR. Part of creating and maintaining brand quality is protecting the brand. Agent agrees not to use CR in any domain name, email address, Twitter ID, Facebook Group or any social or business context outside of those methods expressly permitted in writing by CR.

**d. Trade Secrets.** Agent shall keep confidential any information of CR that constitutes a trade secret for so long as such information remains a trade secret.

**e. Legal Process Exception.** In the event Agent is compelled to disclose Confidential Information pursuant to any validly issued subpoena or under oath as part of a deposition or valid legal proceeding under the laws of the United States, Agent may truthfully disclose such Confidential Information as required by law, but only as much as required by law. If Agent is compelled by any subpoena, court or government agency to disclose Confidential Information, Agent shall immediately provide notice to CR, and Agent agrees to cooperate fully with CR in the event CR seeks a protective order, or similar proceeding, to limit Agent's disclosure of Confidential Information.

## **6. NON-SOLICITATION OF PROFESSIONAL REFERRAL SOURCES**

**a. Professional Referral Sources.** Agent understands and agrees that CR goes to great expense to develop sophisticated real estate investors who regularly refer potential real estate leads in the ordinary course of their business, such as real estate investors, building and construction companies, house-flippers and land developers (“Professional Referral Sources”), and Professional Referral Sources provide a large volume of business to CR. Professional Referral Sources are individuals or entities who are engaged in a profession where they are likely to generate multiple real estate leads in the ordinary course of their business. Examples of this would be: REO asset manager list if you are managing the REO division. Agent understands that, in some cases, Agent would not know the identity of Professional Referral Sources or the specific terms of the referral relationships, including pricing, if Agent was not affiliated with CR. The referrals from Professional Referral Sources are not Occasional Direct Referrals as defined in Section 8.a. below.

**b. Non-Solicit of Professional Referral Sources.** For a period of two (2) years following the termination or expiration of Agent’s independent contractor relationship with CR, Agent shall not directly or indirectly through any other person or entity solicit any Professional Referral Sources, whom Agent became first acquainted with while at CR, for purposes of offering Real Estate Services.

**c. Non-Solicit of Referrals from Professional Referral Sources.** For a period of two (2) years following the termination or expiration of Agent’s independent contractor relationship with CR, Agent shall not directly or indirectly through any other person or entity solicit any referrals made known to Agent by Professional Referral Sources, whom Agent became first acquainted with while at CR, for purposes of offering Real Estate Services.

**d. Gaming Revenue Share Plan.** Agent agrees that he/she will not attempt to game the CR Revenue Share Plan by engaging “Straw Agents.” Straw Agents are agents who are not actively engaged in the business of selling real estate or recruiting and supporting other productive agents in CR. Instead, Straw Agents are usually intentionally placed in an Agent’s downline for the sole purpose of artificially inflating the CR Revenue Share Plan for the benefit of Agent. CR has the sole right in determining who is considered a “Straw Agent” and further reserves the right to release the licenses of individuals who are, in the opinion of CR, Straw Agents which would in net effect reduce the number of front-line agents an Agent has recruited.

CR will also notify Agent that it has released the licenses of the agents that it believes are Straw Agents and review the recruiting practice of Agent with Agent.

Agent repeatedly or continues to engage or appears to be engaged in the practice of gaming the Revenue Share Plan with Straw Agents, Agent may be restricted from recruiting, and/or released from CR.

**e. Prior to Departure/Termination.** Agent agrees that once Agent has been terminated, for any reason, CR will begin the offboarding process from all company systems and technology. All of Agents’ personal referrals in CR’s lead generating website will be deleted. Agent understands that he/she will be allowed to download personal and self-generated leads for a short period of time immediately after being terminated, and therefore Agent must take immediate action to avoid losing these contacts. Once the offboarding process begins, CR will not be able to retrieve any personal leads

once they are deleted. Agent agrees that he/she will have no claim or cause of action against CR related to the loss of any self-generated leads. Agent must request within 3 days of departure and will be given with 5 business days.

**7. NON-INTERFERENCE AND NON-SOLICITATION OF LEADS, EMPLOYEES AND/OR AGENTS**

Agent acknowledges that CR incurs significant expense in recruiting and training its employees, independent contractors and agents. During the Term of this Agreement and for a period of two (2) years following the date of the termination or expiration of Agent's independent contractor relationship with CR, Agent shall not solicit, hire or attempt to hire, or induce or attempt to induce to leave CR, any person who was employed or engaged by CR (whether as an employee, independent contractor or otherwise) during the period of time in which Agent provided Real Estate Services to CR, for the purposes of such person leaving CR to work with another real estate brokerage. In addition to any equitable relief available to CR, if Agent breaches this Section 7, Agent shall pay to CR, as liquidated damages, \$14,000 for each person who separates from his/her employment or other relationship with CR due, in whole or in part, to Agent's violation of this Section 7. In addition, Agent shall pay all costs incurred by CR for training or educating that person.

The restrictive covenant contemplated in this Section 7 includes indirect solicitation and indirect recruitment. For example if Agent leaves and moves to another real estate company, Agent shall not recruit a CR agent or agent lead and place them under an agent at Agent's new brokerage to get around this policy. In other words, if Agent indirectly uses another agent at Agent's new brokerage to do what Agent could not do directly under this Section 7, such indirect action of Agent is a violation of this Section 7.

**a. Potential Agent Leads.** Agent understands and agrees that CR goes to great expense and spends a large monthly budget to generate leads for potential agents to join the company ("Agent Leads"), and Agent Leads provide a large volume of business to CR. Agents Leads are individual sales agents, potential sales agents looking to get licensed, entities, teams or brokerages who reply to an ad wanting more information on joining CanZell Realty. These ads that we generated come through many different advertising methods that could include, but are not limited to: Facebook, Google, Radio, TV, Cold Calling, MLS lists, email campaigns, etc.

**b. Non-Solicit of Agent Leads.** For a period of two (2) years following the termination or expiration of Agent's independent contractor relationship with CR, Agent shall not directly or indirectly through any other person or entity solicit, recruit or attempt to recruit any Agent Leads, whom Agent became first introduced to while at CR, for purposes of offering Real Estate Services or recruiting them to a new real estate company. They could have been introduced via an email, an email to accept the lead, the Agent Lead system, a phone call, text or any other method in which they were given the Agent Lead's contact information.

**c. Non-Solicit of Referrals from Agent Leads.** For a period of two (2) years following the termination or expiration of Agent's independent contractor relationship with CR, Agent shall not directly or indirectly through any other person or entity solicit or call the Agent Lead to generate any referrals made known to Agent by Agent Leads, whom Agent became first acquainted with while at CR, for purposes of offering Real Estate Services or recruiting them to a new real estate company. You

may not contact any Agent Lead that was introduced to you at CR and ask them for a referral of any agents they believe would want to join a different real estate firm.

## **8. DISCLOSURE OF FUTURE WORK LOCATION AND RECORDS, AND NO DEFAMATION**

**a. Non-Promotion.** Following the termination or expiration of Agent's relationship with CR, Agent shall only identify himself as a "former" CR agent, and Agent shall immediately update his or her resume, CV, business cards, social media websites such as Facebook and LinkedIn, and any other marketing materials to ensure Agent is no longer identified, directly or implicitly, as a current CR Agent, and instead is listed as a "former" CR agent, or it is otherwise made clear that Agent is no longer associated with CR.

**b. No Defamation.** To the extent permitted by law, during the time period of one (1) year following the termination or expiration of Agent's relationship with CR, Agent covenants that Agent will not directly or indirectly issue, or cause to issue, any communication, written, orally or otherwise, that disparages, criticizes or otherwise reflects adversely or encourages any adverse action against CR or CR's owners, stockholders, agents, directors, officers, employees, representatives, attorneys, divisions, parents, subsidiaries and affiliates.

## **9. ENFORCEMENT OF COVENANTS**

**a. Acknowledgements.** Agent understands and agrees that CR goes to great time and expense to obtain CR Clients, CR Customers and referral sources, and to train and recruit CR employees and agents. Agent acknowledges that Agent will derive significant value from CR's providing Agent with Confidential Information to enable Agent to optimize the performance of Agent's duties to CR. Agent agrees that Agent would not know the identity of these individuals or the specific terms of the relationships if Agent were not affiliated with CR. Agent acknowledges that the time, geographic and scope limitations of the restrictive covenants above are reasonable and that Agent will not be precluded from the ability to have a gainful real estate practice or earn a livelihood if Agent is obligated to comply with the covenants during the prohibited period and within the geographic restrictions as set forth above. Agent further acknowledges that Agent's fulfillment of the obligations contained in this Agreement, including, but not limited to, Agent's confidentiality, non-solicitation, non-service and non-compete obligations, are necessary to preserve the value and goodwill of CR.

**b. Equitable Relief.** Agent understands that a breach of the covenants in this Agreement is a material breach and may cause CR great and irreparable harm. Consequently, if Agent breaches or threatens to breach this Agreement, CR shall be entitled to equitable relief, including a preliminary and permanent injunction. Agent waives the posting of bond by CR on any preliminary injunction obtained against Agent for breach of this Agreement.

**c. Monetary Damages.** In addition to equitable relief, liquidated damages as stated in this Agreement and any other damages allowable by law, in the event that CR should lose a pending listing or a buyer due to Agent's breach of this Agreement, Agent shall pay to CR an amount equal to 100% of the gross fees that would have been paid to CR were it not for Agent's breach.



**d. Claims Against CR.** The real or perceived existence of any claim or cause of action of the Agent against CR, whether predicated on this Agreement or some other basis, shall not relieve Agent of Agent's obligations under this Agreement and shall not constitute a defense to the enforcement by CR of the restrictions and covenants contained herein.

## **10. INDEMNIFICATION**

Agent shall defend, indemnify and hold harmless CR and CR's agents, employees, officers, successors, assigns, from and against all threats of or actual, losses, damages, liabilities, fines, levies, suits, proceedings, claims, actions or causes of actions of any kind whatsoever including, but not limited to, all costs, court costs, settlements, litigation expenses and attorney fees arising from, growing out of, in connection with or incidental to the Agent's acts or omissions, Agent's breach of any term of this Agreement, or Agent's otherwise unlawful, improper or bad act. CR may satisfy such indemnity (in whole or in part) by way of deduction from any bonus or other monies due to Agent, so long as such satisfaction complies with applicable law. Should CR pay any amount in settlement of a claim arising because of the action, inaction, breach or otherwise unlawful, improper or bad act, Agent agrees to indemnify CR for that amount.

## **11. NOTICE**

In any event under this Agreement that Agent is required to give notice to CR, such notice shall be by written communication sent by electronic mail, to CanZell Realty, Inc., [chantel@canzell.com](mailto:chantel@canzell.com) and [coo@canzell.com](mailto:coo@canzell.com). Agent must also give notice via Direct Message in Slack to the CEO and COO. Agent must receive confirmation back that notice was received in writing that it was received. CR may give notice to Agent by electronic mail or by first-class mail to the last known address on file for Agent at CR.

## **12. GOVERNING LAW AND WAIVERS**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Agent expressly consents to personal jurisdiction in the Commonwealth of Virginia. The Parties agree that in connection with any action, suit, or proceeding arising out of or relating to this Agreement or any of the dealings of the Parties hereto, venue shall be proper only and exclusively in the state courts located in the cities of Virginia Beach and Chesapeake, Virginia and the United States District Court for the Eastern District of Virginia located in Norfolk, Virginia.

## **13. MISCELLANEOUS**

**a. Disclosure Authorization.** In order to protect CR's interests under this Agreement, Agent authorizes CR to disclose the existence of this Agreement and its terms to any third party with whom Agent may have, or with whom Agent may consider establishing, an employment or business relationship, and CR shall bear no liability for such disclosure. For example, the State of Washington required that we send all agent's ICA to verify our status as a real estate company.

**b. Attorney's Fees and Costs.** If Agent breaches any term, warranty or covenant in this Agreement, Agent agrees to reimburse CR for all costs and actual attorney's fees incurred by CR in connection with enforcement of CR's rights against Agent, regardless of whether litigation is commenced.

**c. Assignment.** This Agreement shall inure to the benefit of CR and CR's successors and assigns. Agent may not assign this Agreement without CR's written permission.

**d. Advice of Counsel.** Each Party acknowledges and agrees that it has had the unrestricted opportunity to consult with independent legal counsel of their own choosing who could participate in the drafting and negotiation of this Agreement, that any decision not to be so represented was voluntarily and independently made by that Party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against either Party.

**e. Severability.** The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision or clause of this Agreement, or portion thereof, shall be held by any court or other tribunal of competent jurisdiction to be illegal, void, or unenforceable in such jurisdiction, such portion shall be considered stricken and deleted from this Agreement, and the remainder of such provision and the remainder of this Agreement shall not be thereby affected and shall be given full effect, without regard to the illegal, void, or unenforceable portion.

**f. Waiver.** Any term or provision of this Agreement may be waived by a written instrument at any time by the Party entitled to the benefit thereof. The failure by any Party to enforce any term or provision of this Agreement shall not affect the validity or enforceability of that term or provision.

**g. CR Agent Manual / Guidebook.** In the event of conflict between the Agent Manual / Guidebook and this Agreement, the terms of this Agreement shall prevail.

**h. Complete Understanding.** This Agreement represents the entire agreement of the Parties as to its subject matter, and any prior agreements, promises, negotiations, or representations, whether oral or written, not expressly set forth in this Agreement are of no force and effect. However, this Agreement does not supersede or alter any fee-split agreements contained in any "Referral Contracts" between CR and Agent, whether entered into before or subsequent to this Agreement.

**i. Modification.** This Agreement may not be altered, amended or modified without the written consent of both Parties.

Witness the following signatures.

**AGENT**

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Agent's Printed Name

Date: \_\_\_\_\_

**CANZELL REALTY, INC.**

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Agent Position & Printed Name

Date: \_\_\_\_\_

## **Addendum A**

As applicable, all expectations below for your position must be met in order to receive your leadership pay for the month. Your signature below confirms that you understand the expectations below and acknowledge that you must meet such minimum expectations in order to receive your compensation.

### **Circle Leader:**

**EXPECTATIONS:** Must be done to receive 5%

- Meet with Mentors once a month (30 min on zoom)
  - If you don't have mentors, hire mentors with a mentor interest meeting
- Attend Weekly Management Call (30 min): Must attend min 3 out of 4
- Plan and hold an Agent Mastermind/Team building once a month
- Attend Weekly National Agent Meeting (Tuesday 12pm-12:30pm): Must attend min 3 out of 4
  - Should a conflict arise and you and/or your team cannot attend the National Call, you must hold a separate one within the same week. You may use the recording of the National Call or another agent training like the Anthony Lamacchia sales training or something similar, record it on zoom, and turn it in for credit.
- Hold a weekly Agent Success meeting (Tuesdays 12:30-1pm)
- Contact each agent individually monthly via text, email or phone

### **TOTAL COMMITMENT**

- Approx: 9 hours
- Fill out and turn in monthly form

### **WHAT WE RECOMMEND**

- Have an attitude of attraction in your conversations with agents from other companies (2 per/wk min)
- Meet once a quarter on zoom or in person with agents in your circle (30 min a quarter)
- Hold 1 monthly training for agents in your circle on a different system or process they need help with
- Answer questions on systems and processes in the company in addition to questions like:
  - "How do I start a team?"
  - "How do I hire a buyers agent?"
  - "How do I hire an admin assistant?"
  - "How do I expand in the luxury market?"
  - "I don't like my mentor, can I have a new one?"
  - "How do I enter a transaction?"
- Answer all agent emails and texts within 2 business hours
- All compliance and Broker questions should be answered by Managing Broker

**INCOME: (Paid out once a month on the 6<sup>th</sup> of the month. If the 6<sup>th</sup> falls on a weekend, it will be paid out the following business day**

- 5% of company dollar for any circles of which you lead (as CL)
  - Company dollar is defined as the 20% collected by CR until an agent caps.
- \$500 Bonus per producing agent\* sponsored by you into the company once they fully onboard. + Commission

**\*Producing agent is someone who has closed 4 or more deals in the last 12 months**

**AGENT**

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Agent's Printed Name

Date: \_\_\_\_\_

**CANZELL REALTY, INC.**

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Agent Position & Printed Name

Date: \_\_\_\_\_

**Addendum B**

As applicable, all expectations below for your position must be met in order to receive your leadership pay for the month. Your signature below confirms that you understand the expectations below and acknowledge that you must meet such minimum expectations in order to receive your compensation.

**Managing Broker:**

**EXPECTATIONS:** Must be done to receive 3% of company dollar

- Attend weekly management meetings
- Teach 1 contract class per week: contract training, stump the broker, etc.

**INCOME :** (Paid out once a month on the 6<sup>th</sup> of the month. If the 6<sup>th</sup> falls on a weekend, it will be paid out the following business day

- 3% of the company dollar for any circles of which you manage (as MB)
  - Company dollar is defined as the 20% collected by CR until an agent caps.
- \$500 Bonus per producing agent\* sponsored by you into the company once they fully onboard. + Commission

**\*Producing agent is someone who has closed 4 or more deals in the last 12 months**

\*If PB of a state:

- 1% of the company dollar for any circles of which you are not the managing broker (as PB)
  - Company dollar is defined as the 20% collected by CR until an agent caps.

Designated Brokers are required in most states to join the local MLS and Realtor board in order for CR and other CR agents to join. CR will reimburse Agent for any reasonable fees incurred by Agent to join an MLS or Realtor Board that are not the Agent’s primary MLS or Realtor board. In the event that Agent refuses to join an MLS or Realtor Board as required by CR’s CEO or COO, this will be considered a material breach of this Agreement and may lead to immediate termination of this Agreement. Also, it is absolutely imperative that Agent responds to any agent questions or support needs within our goal of two business hours, but if Agent takes more than 24 business hours to respond, this is considered a material breach of this Agreement.

**AGENT**

**CANZELL REALTY, INC.**

\_\_\_\_\_  
Agent Signature

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Agent’s Printed Name

\_\_\_\_\_  
Authorized Agent Position & Printed Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_