

Position Contract Buyer Specialist

Agreement made this ____ day of _____, 20____, between _____ referred to as “**team name**” and _____ Independent Contractor, referred to as the “TEAM MEMBER”

Your Name are licensed real estate salespersons and enjoy the goodwill and reputation for fair dealing with the public. **Team Name** works in a properly furnished office, equipped with the latest computer technology and fully staffed for rendering high quality real estate sales services to the public.

The TEAM MEMBER is an Independent Contractor as well as a licensed real estate salesperson with Keller Williams Realty and is anxious to work with and train under **Your Name** as a Team Member. TEAM MEMBER agrees to abide by all policies and procedures as set forth therein, including any subsequent modifications. By signing below, the TEAM MEMBER acknowledges that the Keller Williams Policy and Procedure Manual is available for their review.

Team Name and the TEAM MEMBER agree as follows:

A. TERM

(1) This agreement shall remain in force and effect for a period of twelve (12) months and is automatically renewable for an additional twelve (12) month period.

(2) This agreement is cancelable by either party with 30 days prior written notice.

B. TEAM MEMBERS OBLIGATIONS

(1) The TEAM MEMBER will work exclusively with sellers and buyers generated by and/or approved by **Team Name**.

(2) TEAM MEMBER will work diligently and employ his or her best efforts to sell real estate on behalf of **Team Name** and conduct themselves in a manner so as to maintain and increase the goodwill and reputation of **Team Name**.

(3) All real estate contracts with which the TEAM MEMBER has worked will include Keller Williams as the primary Broker, and **Your Name** as the sales representative.

(4) **Team Name** or designated representative must be included in all contract negotiations involving any TEAM MEMBER.

(5) TEAM MEMBER must comply with all laws, and rules and regulations governing real estate agents as enacted by the Real Estate Board and the National Association of Realtors; and the TEAM MEMBER shall pay all applicable fees as may be required to maintain a real estate salesperson’s license and must maintain educational levels consistent with industry standards.

(6) The TEAM MEMBER will maintain automobile insurance with liability coverage of at least \$300,000; and name **Your Name**., and Keller Williams Realty as additional insured.

(7) (a) Any and all information in the data bases, records, and the marketing and advertising materials and systems of **Team Name** are the property of **Team Name** and cannot be used for any purpose other than for conducting business for and/or on behalf of **Team Name**. The TEAM MEMBER shall not at any time divulge to any unauthorized person or corporation information gained by the TEAM MEMBERS from the files or business of **Team Name**. After the termination of this agreement, the TEAM MEMBER shall not use any such information to his or her advantage or to the advantage of any other person or corporation.

(b) In the event TEAM MEMBER leaves the group, for any reason, **Team Name** shall retain the right to use any materials using the name and photograph of the TEAM MEMBER until all materials are distributed and advertising contracts have expired.

(c) In the event TEAM MEMBER shall breach any of the terms of this Agreement, in addition to any and all other remedies available, **Team Name** shall be entitled to recover from the TEAM MEMBER all costs and expenses, including court costs and reasonable attorney's fees, and any other amounts incurred by **Team Name** in the collection of any amounts due to **Team Name** or incurred by **Team Name** to enforce the terms of this agreement.

C. LIABILITY

Team Name shall not be liable for the acts of the TEAM MEMBERS or Team Members' Assistants, in the performance by the TEAM MEMBER of their duties, except for acts caused directly by **Team Name** or by **Team Name** agents or employees.

D. RELATIONSHIP

This agreement shall be considered a binding relationship between the parties and the TEAM MEMBER shall be deemed at all times to be an Independent Contractor.

E. NOTICE

Any notice request or demand to be given or served there under shall be in writing and shall be delivered personally with a receipt requested therefore or by facsimile or sent by a recognized overnight courier service or by the United States Postal Service registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective (a) upon receipt or refusal if delivered personally or by facsimile; (b) one (1) business day after depositing with such a overnight courier service or (c) three (3) business days after deposit in the United States Postal Service mail if mailed. All notices by facsimile shall be subsequently confirmed by regular United States Postal Service Mail.

F. WAIVER

The waiver of either party hereto of a breach of any provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

G. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, representatives, successors and assigns, and shall not be assignable by either party without the prior written consent of the other party.

H. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of Florida.

I. ENTIRE AGREEMENT

This Agreement shall be deemed to express, embody and supercede all previous understandings, agreements and commitments, whether written or oral, between the parties hereto with respect to the subject matter hereof and to fully and finally set forth the entire agreement between the parties hereto. No modifications shall be binding unless stated in writing and signed by both of the parties hereto.

Results Inherent In This Position

To acquire customers through prospecting and/or incoming calls. To assist in all aspects of the sales process. Through communication and consistent follow-up and showing homes, assist customers to find the home of their choice and negotiate a successful contract. To work in conjunction with office staff to oversee contract to closing.

Work Inherent In, And Minimum Standards Of This Position

1. Turn in Daily Schedule to Office Manager by 10:00 am for previous days work
 - First 30 days with this company use the 30 Day Ramp Up Book
 - Sign off on each day
2. Prospect for new customers
 - Minimum of 50 contacts made per week after 30 days is completed
 - Minimum of 20 “Thank You”, or note cards a week
 - Follow up on new contacts
 - Enter all Buyer Prospects into the Buyer Instant Notification System (SOAR)
 - Contact everyone on your Buyer Instant Notification System (SOAR) once a week or as outlined
 - Enter all Buyer Prospects into Drip email campaign
3. Provide support to **Team Name**
 - Sales meeting every Tuesday at 9:00 am (BE on Time)
 - Use written report form
4. Review affirmations and say them aloud
 - Daily
5. Follow your Perfect Day schedule
 - After your completion of your first 30 days
 - Conduct Buyer Presentations
6. Show property to Buyers
7. Preview properties.
 - Know your inventory of homes

8. Write contracts.
 - **Minimum** of 2 accepted sales contracts per month or as outlined in Buyer Specialist monthly goals
 - Addendums as needed
9. Negotiate contracts.
10. Assist with inspections and negotiations thereof as needed.
11. Turn in your weekly reports to Office Manager by 10:00 Monday morning.
12. Provide leads for listing department.
 - Contact For Sale By Owners (as part of weekly contact goals)
 - Use For Sale By Owner script for Buyer Agents
13. Attend seminars, listen to tapes, and read books with the intent of always looking for new and innovative ways to increase production.
14. Study streets, price ranges, subdivisions, floor plans, and new home projects in the community and become familiar with them. Bring new construction brochures to office for our files.
15. Prioritize work with selling functions being the primary focus.
16. Maintain a buyer inventory.
 - Label them A, B, or C buyers
 - Use scripts and dialogs on sales calls as needed to close the sale
17. Provide staff assistance when necessary.
18. Attend and participate in meetings.
 - Weekly sales meeting (**Team Name** and Keller Williams)
 - Monthly brainstorming meetings
 - Coaching sessions
19. Communicate with clients on a regular basis promoting our services so we can be known as the agents who keep their customers informed through communication.
20. Answer the telephone when assigned.
 - Scripts and dialogs will be used
21. Conduct Buyer Presentations.
 - Individual buyers
 - Buyer seminars (when scheduled)
22. Answer floor calls when designated on floor.
23. Sit open houses at **Team Name** listings a minimum of twice per month.

Standard Behavior Inherent In This Position

1. The results of the team will be given the highest priority.
2. All work will be performed according to the policies and standards of this office.
3. All work will be performed in accordance with all government laws, regulations, ordinances, and court rulings in those jurisdictions in which this office operates.
4. Those performing the work will be asked for input prior to any work process revision.
5. This office will achieve the highest possible degree of standardization in the work performed.
9. Action Plans will be performed in a routine, coordinated manner so as to continually duplicate desired results.
10. Staff assistance will be provided as needed per workload.
11. Steps of service, office rules, and office policies will be adhered to in all decisions.
12. Deadlines will be met on the time and day set.
13. Deadline dates and times will be set for each project being done by the individual doing them.

14. A positive attitude will be maintained at all times while in the office and in working with customers and clients
15. Techniques of mirroring, pacing, matching, and leading will be used in communications with others.
16. Lead calls will be returned within 15 minutes, customer calls shall be returned within 2 hours.
17. All work will be completed in a timely fashion.
18. Negative people and situations will be avoided.
19. Proof of insurance naming this office, as co-insured will be provided.
20. Personal information about clients, customers, employees, staff, etc., is to be kept confidential.
21. Desk will be neatly cleared and organized at the end of the day.
22. The philosophy of **Team Name** will be promoted at all times.
23. The phrase “We’re Selling Homes” shall be used when anyone asks how this office is doing.
24. Business actions will be in conformity with this office’s Team Mission Statement.
25. Dress code policy will be adhered to at all times. (Keller Williams Policy & Procedures Manual)
26. Changes in your ideal schedule must be approved in writing by the Office Manager.
27. Clients will be made to feel important in every way.
28. A high standard of integrity shall be maintained.
29. Tracking boards will be used to visualize office goals.
30. Approved “Scripts and Dialogs” will be used.
31. All reviews and discussions involving personnel will be kept confidential.
32. All reports will be in writing with two copies attached.
33. Map books will be kept in your car at all times.
34. All plans and checklists will be completed in a timely fashion and all blanks completed.

Commission Structure / Listing Lead Bonus

a) For all sales generated by the Buyer Specialist, he/she shall be paid a commission of 50% of the GCI, on closed sales, for deals 1-24, 55% on closed sales for deals 25-36, 60% on closed sales 37-48 and 65% on all closed deals 49+. All commissions are subject to the Keller Williams Royalty (6% to a maximum of \$3,000) and Company Split (10% to a maximum of \$7,500). See examples in addendum a.

b) The following bonus schedule will apply to Listings generated by the Buyer Specialists. This bonus will not be paid for call-in listings to the office or for prospects that have been developed by **Team Name** system (ad and sign calls only). These Bonuses will be paid only when the Listing has closed.

- 10% of the Net commission received for any past buyer.
- 25% of the Net Commission received from any prospecting sources. ie: FSBO lists, Expired Lists, calling around listings or sales.

c) In the event of an agreed to commission reduction by Brokers and/or settlement deducted from **Team Name**, the reduction is taken off of the gross commission and the remainder is based upon the splits outlined in *section a*.

d) All commission reductions shall be approved by **Your Name**

e) If the real estate commission is reduced because of a referral to be paid on the buying side, the referral fee is taken off of the gross commission and the remainder is based upon the splits outlined in section a.

f) Buyer Specialist is permitted to sell or purchase personal residence or personal rental property and will receive 90% of the commission, less royalty and company splits due for the listing or selling side of commission when property closes. This shall also apply to immediate family members of Buyer Specialist (spouse, parents, children or siblings).

g) The TEAM MEMBER shall be responsible for the following expenses:

- (1) Yearly and monthly Real Estate Dues and license renewal
- (2) Yearly Errors and Omission fees
- (3) Pager and cellular/car telephones
- (4) Keller Williams annual office cap
- (5) Keller Williams annual royalty cap

h) **Team Name** shall be responsible for the following expenses:

- (1) All advertising and marketing of **Team Name** listings
- (2) All advertising and marketing of image ads for **Team Name**
- (3) Full support staff for all transactions
- (4) Long distance phone calls made from the office to **Team Name** customers
- (5) Copier and printer fees and costs
- (6) Office supplies used in **Team Name** daily business
- (7) Keller Williams EagentC monthly costs.

Position Contract Agreement

Signing on behalf of the Buyer Partner and agreeing to accept all its accountabilities is:

Signature

Date _____

Name (please print)

*Signing on behalf of **Team Name** and agreeing to accept all its accountabilities is:*

Signature

Date _____