

POSITION CONTRACT: LISTING MANAGER

By and Between: _____, TEAM MEMBER and Gail & Richard Bass, THE BASS GROUP
Agreement made this ____ day of _____, 20____, between Gail & Richard Bass - "The Bass Group

Gail & Richard Bass are licensed real estate salespersons and enjoy the goodwill and reputation for fair dealing with the public. The Bass Group works in a properly furnished office equipped with the latest computer technology and is fully staffed for the purpose of rendering high quality real estate sales services to the public.

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, in the office during regular business hours.

The Bass Group and the TEAM MEMBER agree as follows:

1. TERM

1.1 This agreement shall begin on the date of this agreement remain in force and effect for a period of twelve (12) months and shall be automatically renewed on the one-year anniversary of this agreement ("Anniversary Date");

1.2 This agreement may be cancelled by either party in writing and delivered to the other party at any time but no later than thirty (30) days prior to Anniversary Date.

2. TEAM MEMBERS OBLIGATIONS

2.1 The TEAM MEMBER shall work exclusively with vendors, suppliers and service people, approved by The Bass Group;

2.2 TEAM MEMBER shall work diligently and use their best efforts to provide real estate services on behalf of The Bass Group;

2.3 TEAM MEMBER shall conduct themselves in a manner so as to maintain and increase the goodwill and reputation of The Bass Group;

2.4 TEAM MEMBER, if licensed, shall pay all required fees and remain a member in good standing of the local Board of Real Estate, Florida Association of Realtors and the National Association of Realtors and shall comply with all laws, and rules and regulations of these institutions;

2.5 TEAM MEMBER shall maintain automobile insurance with minimum liability coverage of \$300,000, with Gail Bass, P.A., The Bass Group and Keller Williams Realty listed as additional insured;

2.6.1 **CONFIDENTIALITY:** TEAM MEMBER understands and agrees that any and all information, including but not limited to that which is found in the database, record, the marketing and advertising materials, and systems of The Bass Group, are of considerable value, are the property of The Bass Group and cannot be used for any purpose other than for conducting business as a TEAM MEMBER, and on the behalf of, The Bass Group, TEAM MEMBER shall not at any time divulge to any unauthorized person corporation or any other entity, information gained by TEAM MEMBER from the files or business of The Bass Group. After termination of this agreement, TEAM MEMBER shall not use any such information to his or her advantage or to the advantage of any other person, corporation or entity, public or private and understands and agrees that doing so would be a material breach of this agreement;

2.6.2 If for any reason, TEAM MEMBER leaves the group, The Bass Group has the right to continue using any materials containing the name, photograph, or any other information about TEAM MEMBER until all such materials been depleted and any advertising contracts involved have terminated;

2.6.3 If TEAM MEMBER is in breach of any of the terms of this Agreement, in addition to any and all other remedies available, The Bass Group shall be entitled to recover from TEAM MEMBER all costs and expenses, including but not limited to court costs, attorney's fees, collection expenses, any monies due from TEAM MEMBER for any reason, or any other costs incurred by The Bass Group in the enforcement of the terms of this agreement.

3. LIABILITY

The Bass Group shall not be liable for any actions taken by TEAM MEMBER any assistant to TEAM MEMBER, or other person or entity acting with, or on the behalf of TEAM MEMBER, except for those specific actions which were the direct cause of a specific action by The Bass Group or by other TEAM MEMBERS or employees of The Bass Group.

4. RELATIONSHIP

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

5. 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.

6. 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.

7. 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.

8. GOVERNING LAW

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

9. 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 provide services to the Rainmaker/Listing Specialists and property owners which will facilitate in obtaining listings and overseeing those listings to contract. Through following the systems inherent in the position, customers are converted to raving fans.

Work Inherent In This Position

Tactical Work in General

- 1. BE FLEXIBLE.**
- 2. Read the book “Raving Fans” and report on the 3 keys to creating Raving Fans.**
3. Answer phones as needed.
4. Set appointments as needed.
5. Maintain listing addresses and seller list for Rainmaker/Listing Specialist.
6. Maintain a copy of Rainmaker/Listing Specialist’s daily schedule.
7. Confirm appointments as needed.
8. Adhere to scheduled days and action plans.
9. Maintain daily seller activity reports.
10. Maintain all tracking boards for listings.
11. Write five thank you notes daily.
12. Attend seminars, listen to tapes, and read books on customer service and how to turn our customers into raving fans.
13. Prioritize work with sellers being your primary focus.
14. Arrange all Open Houses for buyer specialists with seller.
15. Assist in completion of closing checklist.
16. Assist in creating a positive environment.
17. Review checklists daily.

Checklists

18. Complete Seller Marketing Surveys and track the results.
19. Complete all listing checklists.

CMA

20. Oversee pre-listing package delivery.
21. Prepare CMA’s for appointments.
22. Maintain CMA’s for listing partner.
23. Prepare listing contracts and all addendum’s.
24. Oversee pre-listing checklist.
25. Fill out all questionnaires in their entirety (prelist, buyer, etc.).

Listings

26. Type, print and mail correspondence for seller follow-up.
27. Process listings.
28. Complete listing checklist.
29. Review all listing contracts and attachments.
30. Maintain showing books and update them daily for the Buyer Specialists and front desk.

31. Enter properties into the MLS and maintain status and accuracy.
32. Order signs, lockboxes, sign riders and directional arrows to be placed on properties.
33. Maintain communication log in database for all sellers.
34. Contact sellers weekly and use feedback script.
35. Contact sellers with updated CMA once a month.
36. Prepare all feature sheets for all properties.
37. Check all vacant properties weekly. Use vacant home checklist.
38. Take room measurements as needed.
39. Confirm all showings with sellers and agents.
40. Oversee Team's Internet sites.
41. Maintain an up to date info line number report.
42. Record all properties on the info-line.
43. Oversee faxing of feature sheet into the info line.
44. Take interior pictures of homes with digital camera.
45. Download all digital pictures onto the Server.

Advertising

46. Review with Team Manager the best strategy for marketing each listing.
47. Assist Team Manager in all marketing functions.
48. Layout all property advertising for publication.
49. Proof all advertising before going to print.
50. Adhere to all publication deadlines.
51. Review all printed ads once the ads have been received back from the printer.
52. File a copy of all advertising in the Marketing file.

Feedback

53. Orchestrate all feedback.
54. Report all feedback to sellers verbally upon receipt. Provide a written feedback report on the 1st and 15th of each month.
55. Collect feedback on all open houses and report to sellers as appropriate.

Rainmaker Support/HOT

56. Update Rainmaker/Listing Specialist of any interested parties, second showings or potential offers that may be submitted within the next 48 hours.
57. Ask all sellers for referrals thereby creating new business for the TEAM.
58. Assist Rainmaker/Listing Specialist in finalizing all offers.
59. Set buyer showing appointments when necessary
60. Assist in management of Rainmaker's rental properties.
61. Maintain stock of pre-made listing and buyer packets
62. Maintain Rainmakers calendar/schedule keeping all involved/concerned apprised of appointment revisions.
63. Anything else that might be needed to assist Rainmaker's organization and productivity.
- 64. HAVE FUN.**

Standard Behavior Inherent In This Position

- 1. BE FLEXIBLE. Be self-starting and independent/autonomous.**
2. The results of the TEAM will be given the highest priority.
3. All work will be orchestrated and documented.
4. Orchestration means that all work will be performed in a routine, coordinated manner so as to continuously duplicate desired results.
5. Documentation means that all work processes and policies will be recorded in the database.
6. Documentation will be made available as a matter of routine to all employees in the style and content appropriate for each position.
7. All orchestration will be quantified.
8. Quantification means that testing them and measuring their results will validate all work processes.
9. All work will be performed according to the policies and standards of the company.
10. All work will be performed in accordance with all government laws, regulations, ordinances, and court rulings in those jurisdictions where the company operates.
11. Employees performing the work will be asked for their input prior to any work process revisions.
12. The company will achieve the highest possible degree of standardization in the work performed.
13. Action plans will be performed in a routine, coordinated manner so as to continually duplicate desired results.
14. Employees will provide staff assistance as needed per workload.
15. Steps of service, office rules, and office policies will be adhered to in all decisions.
16. Deadlines will be met on the time and day set forth by the TEAM.
17. A positive attitude will be maintained at all times while in the office or working with customers and clients.
18. Negative people and situations will be avoided or corrected.
19. Techniques of mirroring, pacing, matching and leading will be used in communication with others.
20. All calls will be returned within three hours by someone who is prepared to handle the call.
21. All work will be performed in a timely fashion according to the checklists.
22. Proof of insurance naming the company as co-insured will be provided.
23. Problems will be resolved by using the Key Frustration worksheet as a guide.
24. Personal information about clients, customers, employees, staff, etc., is to be kept confidential.
25. Your desk will be neatly cleared and organized at the end of each day.
26. The philosophy of the company will be promoted at all times.
27. The phrase “ We’re selling houses” will be used when anyone asks how the THE BASS GROUP is doing.
28. Business actions will be in conformity with THE BASS GROUP’S mission statement.
29. Dress code policy will be adhered to at all times.
30. Scheduled days and hours worked will be adhered to at all times.
31. Clients will be made to feel important in every way.
32. A high standard of integrity will be maintained.
33. Tracking Boards will be used to visualize THE BASS GROUP’s progress and goals.
34. Scripts and dialogs of the company will be used at all times.
35. Voicemail will be checked within 15 minutes of receiving a page.
36. All reports will be in writing with a copy attached.
37. Map books shall be used to determine the busy streets where directional signs should be placed or For Sale signs.
38. All builders and sellers we are working with will be called weekly.
39. All checklists and plans will be completed and turned in daily.
40. No company property may leave the premises without prior approval.
41. Respect Team Member’s time and schedules at all times. Keep interruptions at a minimum.
- 42. HAVE FUN!**

Compensation

Employment is through a “Personnel Employment Organization”. We currently work through “EPIX”.

All paychecks are issued by the EPIX on a bi-weekly basis.

Insurance is made available (at The Bass Group’s cost) by EPIX.

If desired, EPIX will also make 401K’s available. (at employee’s cost)

Remuneration for this position is as follows: \$**,000 gross per year for the first 90 days. After the 90-day review, if positive, the salary will be raised to \$**,000 gross per year. 90-day period shall end on _____, 200*. The hours of the position are 40 hours a week.

Reviews and raises: Reviews will be held on a regular, informal basis. Annual reviews will be formalized. Pay raises will be at the discretion of the Team Leader and will based on a combination of employee’s growth within the position and the overall growth of the Team in meeting its goals.

Vacation days: During the first year, 1 week of paid vacation. For the 2nd and subsequent years, 2 weeks of vacation are entitled. All vacations day shall be planned with the convenience of the Team in mind and be approved in advance with a minimum of 3 weeks notice.

Sick and/or personal days: A maximum of 6 days per calendar year are available for sick days and 2 personal days off. These days do not carry over to the next year.

Contract Agreement

Signing on behalf of the Contract Listing Manager and agreeing to accept all of this contract in its entirety is:

Signature

Date

Name (please print)

Signing on behalf of the company and agreeing to accept all of this contract in its entirety is:

Signature

Date

Name (please print)