**WORKING AGENT Agreement**

**Effective ­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_ to December 31, 20\_\_\_** 

**Working Agent:**

* Definitions:
	+ Team Client: All clients (buyers and sellers) generated from sign calls, advertising, internet calls, Team referrals, Referring Agents, etc. All Team Clients will be entered into the Team drip marketing program immediately.
	+ Personal Client: Clients coming from your personal sphere without a former relationship to the Team.
* Team Client Commission: 50% commission after Long Transaction Fee. All commissions are based on Team share after referral fees/commissions paid to others, including those paid to other Team members (Referring Agents, etc).
* Referring Agent Referrals: These are considered Team Clients that you will be working. Normally 25% off the top to the Referring Agent; 15% if it’s a third-generation referral. No Referring Agent fee for fourth-generation referrals (a referral from third-generation client). See below.
* Referring Agent Commission Example: Normally 25% off the top to the Referring Agent after Long Fee; 15% if it’s a third-generation referral. If a Referring Agent client refers a client to the Team, that is a second-generation client because he/she comes from the Referring Agent’s sphere. A third-generation client is a client who is referred from that referred client (as long as the Referring Agent does not have a relationship with that client). No Referring Agent fee for fourth generation referrals (a referral from the third-generation client). EXAMPLE: John is a long-time RA client; John refers Jim to the RA or to the Team (second generation); the RA does not know Jim and does not get to know him during the transaction; Jim refers his son Ralph directly to the Team (not to the RA); Ralph is a third-generation client.
* Personal Clients: 60% commission after Long Transaction Fee. All must run through Team with Team credit. May keep customer when leave (if customer chooses) but must identify as personal customer from the start (record in CRS notes). Buyers and sellers picked up at open houses without a previous tie to the Team are considered Personal Clients.
* Sign/Internet Calls and Leads: All are considered Team Clients and distributed to agents within the team according to Team procedures at the time. This includes leads that may come from Personal Client listings.
* Signs: Any signs and marketing will be in Team name.
* Referrals Outside Team: The Team will retain 25% after transaction fees of any referral fees generated by agent referrals of a Personal Client to someone outside of the Team (this is a Long Realty requirement). The Team will retain 50% after transaction fees of any referral fees generated by agent referrals of a Team Client to someone outside of the Team. Agents will only refer outside when the Team cannot or does not desire to accommodate the client.
* Farming and Marketing: Farming and other personal marketing will be at the agent’s own expense and will use Team branding to comply with Company and ADRE rules. Leads from your personal farming are considered Personal Clients.
* Email: Use Team email and filing system for all correspondence. All clients will be entered in the Team CRD immediately once captured for storage and marketing. All Team Clients will remain with the Team after you leave the Team. Please identify in notes where each client came from.
* Longnet Marketing Name: IAW Company policy, each Team Member will update their Marketing Name in Longnet to include: Agent Name, The Tucson Homes Team. Any advertising/marketing shall also display the Team name along with the agent name.
* Compensation: All compensation for licensed Team Members will be paid through the Company.
* Legalities: All Team Members shall adhere to the National Association of Realtors code of Ethics. The Company will not get involved with any intra-Team disputes.
* Term: This agreement shall continue to be in effect after the term date in the above title header, until replaced by a new agreement or terminated by written or email notice.
* Agreement: This agreement is not binding on the Company.

**Termination Agreement:**

* When you leave the Team for any reason, you may take with you any personal listing that you initiated or brought to the Team that is not under contract at that time provided the customer agrees. If leaving Long Realty, then the moving of a listing is subject to Long Realty approval. You will pay us back any expenses that have already been accumulated for the listing. If under contract we agree to work together to close the transaction and abide by the above commission schedule. You may keep any personal clients that you have brought to the Team and identified initially as such, as long as they would prefer to remain with you.
* All business and clients that have come from a Referring Agent on the Team will remain with the Team. Should you have any transactions present or future with one of our Team Referring Agents, commissions for that transaction shall be split with the Team in accordance with the above Commission Agreement (50%) even if not working with the Team or Long Realty (may need to be accounted as a referral fee) for a period of 1 year after termination.

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

Lead Agent (­­­­­­­­­­­­­­­­­­Print/Sign): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Working Agent (Print/Sign): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_