Team Agreement - Power Team

Team Name: ____

Team Address: ____

This Team Agreement ("Agreement") is made between the following parties:

______________________________ ("Team Leader" or "TL"), License # _____________________

and __________________________ ("Team Member" or "TM"), License #___________________

The Team ("Team") consists of TL and TM and may include other Team members, all licensed as salespersons or broker-associates under the Broker identified in paragraph 14 ("Broker"). At TL's discretion and with Brokerage & Broker's consent, new Team members may be added to, and existing Team members may be removed from, the Team. In consideration of the covenants and representations contained in this Agreement, TL and TM agree as follows:

1. TERM OF AGREEMENT:
   A. Commencement Date: The term of this Agreement begins on the date of the last signature below.

   B. Expiration Date:
      (1) This Agreement shall continue uninterrupted until terminated by either party as specified below; In the absence of written termination by either party, this Agreement shall continue for successive periods of equal duration.

   C. Termination:

      (1) Written Notice: Either party may terminate this Agreement by giving at least ____ days written notice to the other;

      (2) Licensing: Both TL and TM must remain licensed in their state during the term of this Agreement. Regardless of the duration of the Agreement as specified in 1B above, this Agreement shall terminate immediately if the real estate license of either TL or TM is revoked, suspended, or forfeited.

      (3) Broker Affiliation: This Agreement shall terminate immediately if either TL or TM no longer conducts licensed activity through Broker.

      (4) For Cause: TL may immediately terminate this Agreement at TL's sole discretion if TM engages in activity which harms the reputation of the Team or exposes the Team or any of its members to legal, financial, or regulatory risk.

   D. Other Notice: Each party has an affirmative obligation to immediately notify the other if TL or TM's license is suspended, revoked, or forfeited, or if the TL or TM no longer conducts licensed activity through Broker.

SCOPE OF AGREEMENT / TEAM TRANSACTION:

E. "Team Transaction": This Agreement shall apply to all transactions entered into during its term for which TM is entitled to Compensation;

F. All licensed activity conducted by TM, other than that as separately agreed to in writing, shall be conducted through the Team and under the license and supervision of Broker.

G. TM agrees that TM's role as part of the Team is to primarily: Represent both Buyers and Sellers as approved by the TL & Broker.

BROKER: Nothing in this Agreement shall alter TL or TM's relationship or status with Broker. If any provision in this Agreement conflicts with an agreement with Broker or Broker policy, the Broker agreement or policy shall supersede. TL and TM shall obtain Broker consent regarding this Agreement. The parties to this Team Agreement are TL and TM. Broker is not a party to this Agreement notwithstanding Broker's consent to it.

2. PREEXISTING CLIENT RELATIONSHIPS:

A. TM agrees that any clients, including pre-existing clients, shall fall under the terms of this agreement, and under the purview of the Broker, and Brokerage Entity.

3. COMPENSATION: Compensation earned under a Team Transaction in which TM participates or generates, shall be split between TL and TM as follows and then paid by Broker subject to each licensee's contracted split with Broker:

A. ______ % of Compensation to Team Leader (TL) for all Team Transactions;

B. _______ % of Compensation to Team Member (TM) for all Team Transactions; and

C. _______% of Compensation from both TL and TM to Brokerage until TL or TM is Capped*.

Any transaction type not specifically addressed in this Agreement, including but not limited to referrals, leases, rentals, commercial transactions, referral fees, co-agent transactions, builder transactions, new construction transactions, or other compensation-generating activities, shall be subject to the Team Leader's written compensation policy in effect at the time the transaction is initiated.

For Power Teams, if no separate written compensation arrangement exists or has been agreed upon by the parties, the standard Team Transaction split of 5% shall apply.

Brokerage Compensation: TM will pay 15% of Gross Commission until Capped with Epique Realty. *TM brokerage Cap will be **$5,000.00** each Anniversary Year at which point TM will no longer pay a split to the Brokerage until their next anniversary date. TM will continue to pay TL commission split for all transactions as outlined above. TM will pay a 0.1% Transaction Fee for all transactions, capped at $500 per transaction, regardless of annual capping status. If TM pays a total of $5,000 in transaction fees during their Cap Anniversary Year, the Transaction Fee cap will reduce to $250 for the remainder of their Cap Anniversary Year. Transaction fees do *not* count towards the annual cap.

Broker Instructions: Both TL and TM hereby instruct Broker to pay them according to this Agreement. Both TL and TM agree that any distribution of payments will not be used to evade legal obligations of either. Both TL and TM acknowledge that Broker shall have the right, but not the obligation, to withhold total Compensation if there is a dispute between them.

4. EXPENSES

A. Brokerage shall not be responsible for allocating expenses for any expenses involving transactions between TL and TM not previously approved by Brokerage.

B. TL and TM shall be solely responsible for the costs of obtaining, maintaining and keeping current:

(1) real estate license,
(2) MLS fees,
(3) Association dues,
(4) Physical Office Fees & Expenses to Maintain Office,
(5) Team or Entity Operational or Structural Fees,
(6) Staff hired by TL or TM, and
(7) Any other necessary expenses to keep TL or TM operational and legally able to operate as a real estate team and as real estate professionals.

TEAM NAME: TM agrees to conduct team transactions under the following name:

____

Team Name is an approved and duly licensed team name, and complies with all laws and regulations of the state and local association rules and regulations. Team Name is already in use by TL, TM, and other team members. No other team name will be used without the written consent of TL. All advertising and marketing under the Team Name shall comply with applicable laws. Upon termination of this Agreement, only TL shall have the right to continue to use Team Name.

Team Name is a fictitious business name (“FBN”) already used and owned by TL and approved for use by Brokerage, State, and Licensing Authority. If the FBN has not already been created, all costs and expenses of creating and maintaining the DBA shall be borne by TL. All advertising and marketing under the FBN shall comply with applicable laws. Upon termination of this Agreement, only TL shall have the right to continue to use the FBN.

Any multiple party ownership of the Team Name is subject to a separate written agreement.

5. TEAM GUIDELINES AND POLICIES:

A. Policies: To the extent they do not conflict with Brokerage policies, TM agrees to the following:

(1) TM agrees that TL shall have the authority to set goals and guidelines for the Team.
(2) TL may require TM to submit any documents to TL in order to review or approve before execution.
(3) TL retains the right to take over the control of all transactions, listings, buyer agreements and relationships with clients.
(4) TL may modify the goals and guidelines by giving notice to TM.
(5) TM shall work diligently and with his/her best efforts to:
 (a) accomplish the objectives set forth in this Agreement or established by TL; and
 (b) otherwise promote and further the business to the end that TL, Team and TM may derive the greatest benefit possible, in accordance with applicable law.
(6) Leads:

 (a) All leads and clients received and obtained during the term of this Agreement shall belong to the TL.

 (b) Leads generated by TL, shall be provided to Team Members in a fair manner determined by TL.

 (c) Leads generated by TM shall be provided to TM if TM is authorized to engage in the activity required for that and is in good standing.
(7) Confidentiality, Trade Secrets and Non-Disclosure: Subject to Broker supervision, any and all information, including but not limited to:

 (a) The databases, records, marketing materials, processes and systems of TL and Team are the property of TL and cannot be used for any purpose other than for conducting business for and on the behalf of the Team.

  i. Any such information is considered a trade secret and cannot be used by TM after termination of this Agreement. All materials, information, processes, systems, leads, clients and databases are strictly confidential and TM shall not discuss or share such items outside of the Team, without TL's prior written consent.

(8) Team Accounts: The TM and TL may utilize shared accounts for marketing and transaction purposes. TM agrees to use this account for all Team Transactions. TM understands and agrees that TL and other members of the Team may access and use team accounts.

(9) Name(s) on Transactions and Documents: For any transaction or agreement where TM is named as licensee, TM shall (shall not) name TL as an additional licensee on the transaction or agreement and use an Additional Agent Acknowledgement (C.A.R. Form AAA). If only TL is named, then no Additional Agent Acknowledgement is required. OR TM agrees to name TL as the licensee for any transaction or agreement, and TL shall (may) name TM as an additional licensee on the transaction or agreement and use an Additional Agent Acknowledgement (C.A.R. Form AAA). F. Multiple Listing Service (MLS), Statistical Information, and Use of the Term "Sold": The MLS shall maintain the sole discretion in accordance with its rules as to the use of the MLS, including whose account shall be used to list a transaction and receive credit or other statistical data associated with any transaction. Unless otherwise agreed, for any Team Transaction, TM may only use the term "sold" in connection with references to the Team.

6. COMPENSATION AND OTHER RIGHTS AND OBLIGATIONS UPON TERMINATION:

A. Pending Transactions or Business: Upon termination of this Agreement, TM shall deliver all documents and files under this Agreement to TL. For Team Transactions resulting from a then- existing open escrow, or referral fee agreement, or contract for which escrow has not yet been opened, or listing or buyer representation agreement, TL shall make arrangements with another Team member to perform the required work him/herself. The licensee performing the work shall be reasonably compensated for completing work on those transactions or agreements, and such reasonable compensation shall be deducted from TM's share of Compensation. Except for such offset, TM shall receive the Compensation due as specified above."

B. Future Transactions With Pre-existing Clients:

(1) "Future Transaction" means any transaction involving either TL or TM and any Pre-existing Client, where a contract is entered into by that client after the date of termination of this Agreement.

(2) If after termination of this Agreement, the client chooses to work with the TM who identified the Pre-existing Client, the TL shall not be entitled to any Compensation from the Future Transaction.

(3) If after termination of this Agreement, the Pre-existing Client chooses to work with the TL or Team, then for any Future Transaction entered into by the Pre-existing Client with the TL or other Team member within 12 months from the date of termination, the TM who identified the Pre-existing Client shall not be entitled to a referral fee or Compensation earned by TL or Team member

based on the principal's side of the transaction.

C. Future Transactions With Team Clients:
  (1) "Team Client" means any client or lead generated prior to termination of this Agreement, other than a person or entity defined as a Pre-existing Client.
  (2) Any Team Client shall belong to the TL. Should a Team Client enter into a future transaction with TM or TM's then current broker within _____ months from the date of termination, TL shall be entitled to a referral fee of ____% of the compensation earned by TM based on the principal's side of the transaction.

D. Expenses: For all expenses incurred for a Team Transaction team under this paragraph, both TL and TM agree to abide by the provisions of paragraph 6.

E. FBNs and Team Names: All names, logos, trademarks, and like material concerning a FBN or Team Name shall be the property of the TL

F. New Broker: If either TL or TM leaves the Broker identified in paragraph 15 to conduct licensed activity under a different broker ("New Broker") and thereafter that TL or TM conducts licensed activity which could result in Compensation being owed to the TL or TM's New Broker pursuant to this paragraph, that licensee shall provide a referral fee agreement to the leaving licensee's New Broker providing for a referral fee to the other licensee's Broker covering that principal or transaction.

7. LEGAL RELATIONSHIP:

A. This Agreement is a compensation agreement between two independent contractors;
B. it does not create a partnership or other separate entity between the parties even if TL has established an entity for compliance with laws or benefits pertaining to non-licensees, or to TL individually.
C. The TM is not subject to the control of, but agrees to collaborate with the TL for day to day activities including training, supervision, licensing law supervision, etc.
D. Based on a change of protocol or role, should the parties determine that the relationship should be one of employment, the TL will seek appropriate professional advice to comply with employment laws and to consult with Broker relating to that employment relationship.
E. All payments to licensee for licensed activities shall be paid through Broker.
F. NOTE: Employment status may be created depending on the actions and intents of the parties and any control extended by one party over the other. The classification of a party as an employee or independent contractor is a legal determination and imposes numerous obligations under applicable laws, including wage and hour and tax issues for employees, and penalties for misclassification of independent contractors. Broker, TL, and TM are advised to seek legal and accounting advice as to the classification of the relationship between the parties.

8. DISPUTE RESOLUTION:

During or after the term of this Agreement, TL and TM agree to resolve disputes

between them as follows:

(1) If TL and TM cannot resolve a dispute between themselves, they agree to seek the assistance of Broker in accordance with Broker's dispute resolution policy.
(2) If Broker does not have a policy governing disputes between associate-licensees conducting business under the Broker's license, or is unwilling or unable to resolve the dispute, TL and TM agree to submit the dispute to mediation. Mediation may be conducted at a local Association of REALTORS® to which both TL and TM belong, or any other neutral third party mutually agreed to by TL and TM. TL and TM agree to share the cost of mediation equally.
(3) If any dispute or claim is not resolved through mediation, or otherwise, TL and TM may mutually agree to submit disputes to binding arbitration under the procedures and rules set forth by the State in which the Team is registered and where the licensees agree to resolve disputes by neutral, binding arbitration.

B. TL and TM agree to timely notify the other and to mediate all disputes and claims between them arising from or connected in any way with this Agreement before resorting to arbitration or court action.

C. TL and TM agree that all proceedings before Broker, a mediator or arbitrator will remain confidential between the parties, including, but not limited to, any depositions, discovery, pleadings, exhibits, testimony, or award. The confidentiality provisions herein will not apply to any court proceeding in which either party seeks to confirm, correct, or vacate an arbitration award.

9. ATTORNEY FEES: In any action, proceeding, or arbitration between TL or TM arising from or related to this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

10. ENTIRE AGREEMENT: All prior agreements between the TL and TM concerning their relationship are incorporated in this Agreement, which constitutes the entire Agreement. Its terms are intended by the parties as a final and complete expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement may not be amended except by further agreement in writing executed by both TL and TM.

11. RESPONSIBLE BROKER: TL and TM conduct licensed activity through the following Brokerage: Epique Realty, "Broker"

TL may have a separate agreement with Broker regarding operation of the Team within the Brokerage.

By signing, all parties affirm that they have Fully Read, Fully Understand, and Fully Agree to this document in its entirety and that no other team agreement exists in any format.

Team Agreement - Power Team

Team Leader (TL) Name Printed	Team Member (TM) Name Printed
Team Leader (TL) Signature Date	Team Member Signature Date