



## SALES POSITION AGREEMENT

This agreement between **Team PRG Real Estate, brokered by EXP ("PRG")** and **("Sales Person")** is effective immediately upon signing. By their signatures each party agrees to all terms and conditions of this agreement. It is agreed that the status of employment of any sales position with PRG is that of an Independent Contractor unless otherwise agreed to in writing.

### General Stipulations

- 1. Performance Standards:** I understand that PRG has a high standard of performance and I agree to adhere to the best of my ability to that standard. I understand that I will be given minimum performance requirements by PRG and that my performance will be reviewed on a continuous basis. I understand that my duties are to be determined by PRG and that these responsibilities will be reviewed, augmented and/or amended by PRG as necessary. I understand that my attitude, appearance, service and skills reflect upon PRG and therefore any deficiency in any of the above may result in the termination of this agreement at the sole option of PRG.
- 2. Compensation:** The attached compensation schedule shall apply for all Sales Positions with PRG.  
(See PRG Compensation Schedule below)
- 3. Property of PRG/Sales Person:** I agree that all leads/clients, PRG Marketing Systems, and PRG Client Presentations generated by or provided by PRG are the property of PRG and upon termination of this contract, whether by PRG or myself, such leads/clients will remain with PRG and Sales Person will stop the use of any PRG marketing systems and PRG client presentations. Any agent-generated lead/client that a Sales Person produces independent of PRG is the property of the Sales Person. It is agreed that all materials, scripts and correspondence used to conduct business will be approved by PRG and shall be compliant with EXP Realty. It is agreed that databases and/or database extracts are not to leave the office or to be copied in whole or in part without the permission of PRG.
- 4. Liquidated Damages:** If for any reason this contract is terminated, I agree that the established value of any lead or client generated by or provided by PRG for the purpose of liquidated damages is \$10,000.00 per lead/client. Also see offboarding clause.
- 5. Minimum Commitment:** By signing this agreement, I agree that the intended partnership between PRG and Salesperson is for a minimum of a one (1) year commitment. Any time period less than one (1) year allows for an inadequate payback to PRG for costs incurred in my training and development. Should I leave PRG at any time it is understood that all contracts in progress such as buyers in contract, active listings, and signed listings will be completed with PRG and commissions will be paid based on the terms of the compensation schedule. Salesperson will be responsible for providing PRG with a list of any active leads/clients provided by PRG to determine the best course of action as to not disrupt any potential sales opportunities. Any agent-generated clients/leads that a Sales Person produced independent of PRG will not be contacted and shall be deleted from any PRG systems.
- 6. Licensing Requirements / Expenses:** Any Sales Person licensed by the California Department of Real Estate joining PRG shall be responsible for paying all MLS dues, local association dues, Supra Key dues, and license renewal in a timely manner. Failure to do so can be subject to termination and any leads/clients may be reassigned to another team member of PRG for completion of service
- 7. Legal Disputes:** Sales Person agrees to indemnify or hold harmless PRG, from any and all claims, damages and liabilities, including attorneys' fees, arising from the intentional or negligent acts of the Sales Person. Sales Person acknowledges and agrees that in the event a lawsuit is filed against them, Sales Person is solely responsible for defending himself or herself. PRG will have no obligation to assist in defending any claims or actions. Sales Person shall work with E&O insurance provided by EXP Realty for any claims.
- 8. PRG Relationship to EXP Realty:** Sales Person understands that Team PRG Real Estate is an organized real estate team within the brokerage EXP Realty and all business activities are subject to protocols and procedures established by EXP Realty per the EXP Team Agreement.

Agent Initials \_\_\_\_\_

## COMPENSATION SCHEDULE

<b>EXP Brokerage Fees</b>		<ul style="list-style-type: none"> <li>• \$4,000 Cap at 80/20 Split during each 12 month period</li> <li>• \$250 transaction fee per deal after cap is reached</li> <li>• \$25 Admin Fee to EXP Realty per transaction</li> <li>• \$40 E&amp;O Insurance per transaction</li> <li>• \$85 Monthly Fee to EXP Realty for online platforms</li> <li>• EXP Brokerage Fees are deducted from agents commission after team splits.</li> </ul>
<b>PRG Admin Support</b>		\$995 Buyer or \$1495 Seller Transactions is deducted from agents net commission to cover support listed below: <ul style="list-style-type: none"> <li>• Executive Admin Support</li> <li>• Transaction Coordinator</li> <li>• Field Coordinator</li> <li>• Marketing Director</li> <li>• Coaching and Mentoring</li> <li>• All technology, systems, lead platforms, office space, marketing support</li> </ul>

## PERFORMANCE BASED COMPENSATION TO AGENT

Tier	12 Month GCI Production	Agent Generated Lead	Team Provided Lead
1	\$0 - \$119,999	70%	50%
2	\$120,000 - \$274,999	75%	
3	\$275,000 - \$424,999	80%	60%
4	\$425,000 - \$599,999	85%	
5	\$600,000+	90%	

### Quarterly Performance Review

Each Quarter Agent's Last 12 Month Average GCI production will be reviewed.

#### Moving Up In Compensation

After the agent's quarterly review, if an Agent has reached a higher commission tier, the new commission will go into effect immediately and be applied to all new contracts going forward. This new tier locks in for 6 months.

#### Moving Down in Compensation

If an Agent falls below their current commission tier by more than 30%, the agent will be given 6 months to bring up production. If they still do not meet the commission tier after 6 months, then the agent will move down the appropriate commission tier and be applied to all new contracts going forward.

**Agent Starting Tier** \_\_\_\_\_ **Agent 12 Month GCI Average** \_\_\_\_\_

**Agent Initials** \_\_\_\_\_

<b>Lead Sources and Transaction Details</b>	
<b>Agent Generated Lead</b>	Any lead where the original source was generated directly by the agent. Includes Friends, Family, Door Knocking, Circle Prospecting, Open Houses, and Referrals generated from a Team Lead.
<b>Team Generated Leads</b>	All Online leads, Sign Calls, Referrals from PRG and any lead that came in through PRG channels which was accepted by you or assigned to you from PRG.
<b>SOI Referrals from Team Leader Jason / Enrique</b>	Any SOI Lead which is generated directly by Team Leaders (Jason / Enrique) and assigned directly to you.
<b>ISA / Lending Set Appts</b>	Any Appointment that is set and assigned to you by staff Inside Sales Agents or Alliance Lending Team
<b>Referral Fees to Online Lead Sources</b>	Team Generated leads from sources such as Zillow Flex, Redfin, Opcity, Homelight, Ojo, Upnest or an outside agent are subject to a referral fee of 25-40% of the gross commission due at close of escrow. All commission splits to the agent will be paid after deducting the applicable referral fee.
<b>Listing Costs of Sale</b>	PRG will coordinate and pay upfront for photos, inspections and yard sign installations with a PRG preferred vendor. PRG will coordinate with a PRG preferred vendor for staging, which will be paid for at the close of escrow. These costs will be reimbursed to PRG from gross commission before agent splits. The use of any unapproved vendors or unforeseen upfront costs will be paid for by the agent. Flyers and Marketing Material Costs will be the responsibility of the agent. If the home does not sell, the agent and/or seller shall be responsible for reimbursing PRG for out of pocket expenses. Please check with the admin team if these services are needed and factor them into commission calculations. Any additional listing costs must be reviewed and approved by Team Leaders on a case by case basis.
<b>Agent Split/CoBrokered Deals</b>	When two agents are working a transaction together, the gross commission, referral fees, and any additional costs of sale shall be split according to how the agents are splitting commission. (Most cases 50/50). The GCI production credit will also be split and counted towards agents' 12 month performance average.

Agent Initials \_\_\_\_\_

## **NEW AGENT MENTORSHIP PROGRAM**

Any New Agent who joins PRG and has not completed at least 3 transactions on their own, must co-broker their first 3 transactions with a PRG Approved Mentor in order to learn company systems, processes and ensure the highest level of success. The transaction credit and commission will be split 50/50 between Mentor / Mentee and each agent will be compensated their respective commission split per the compensation schedule. New Agents must also complete the 60 day training program and be evaluated by Team Leader in order to graduate mentorship. If a new agent still needs additional support, they may remain in mentorship on a case by case basis.

Once a New Agent graduates mentorship, they will need to complete the next 1 to 3 transactions with the help of a mentor at a reduced capacity. The transaction credit and commission will be split 25/75 between Mentor / Mentee and each agent will be compensated their respective commission split per the compensation schedule. This will allow the New Agent to still have support of a mentor and also get paid more commission during this transition period. After this period is completed New Agents are evaluated by Team Leader to see if they are ready to start doing transactions 100% on their own.

Mentee and PRG reserve the right to extend the Mentorship program if the agent needs additional support or is not ready to handle transactions on their own. Our goal is that all agents have the proper training and experience to deliver a high level client experience and build a strong business.

## **REPORTING OF TRANSACTIONS**

The Mentor shall be reported as the primary agent and Mentee as co-agent for internal tracking purposes, Zillow/Online, MLS, and Client contract if the lead was generated from the team. If the lead was generated from the SOI of the Mentee, then the Mentee shall be reported as the primary agent and Mentor as co-agent. The only exception is if the lead is a Referral from Redfin or another "Referral Based" online source in order to comply with their referral policy. In that case, the agent who the lead was referred to would be reported as the primary agent, and the Mentor on the transaction would be reported as the co-agent. The Mentee would not be reported in that case.

Agent Initials \_\_\_\_\_

## OFFBOARDING AGREEMENT

If for any reason this contract is terminated, I agree to the following terms and agree to fill out any necessary forms for my offboarding process.

1. **Offboarding Interview:** Within 72 hours of notice of your termination of relationship with PRG, Agent and Management agree to meet to discuss offboarding steps, any active leads or escrows, and develop a proper plan to move forward.
2. **Property of PRG/Sales Person:** All leads/clients, PRG Marketing Systems, and PRG Client Presentations generated by or provided by PRG are the property of PRG and upon termination of the relationship of the business relationship, whether by PRG or myself, such leads/clients will remain with PRG and Sales Person will stop the use of any PRG marketing systems and PRG client presentations. Any agent-generated lead/client that a Sales Person produces independent of PRG is the property of the Sales Person. It is agreed that any marketing material, PRG headshots, and client databases extracted from PRG systems which contain leads/clients provided by PRG shall be deleted and not used for any purpose going forward without the permission of PRG.
3. **EXP Offboarding:** Sales Person must inform EXP Realty of their decision to exit the team relationship and must complete any necessary offboarding documents from EXP within 7 days.
4. **Online Profiles:** Sales Person must update any online profiles and remove any affiliation with PRG. PRG shall do the same on their end. This includes things like the team website and Zillow profile, Google Profiles, etc.
5. **Active Escrows, Contracts:** Any existing clients in contract or listing signed shall be completed and finished out with PRG. Salesperson and PRG admin team shall work together to complete any necessary communication with clients, contract documents, referral agreements and anything else needed to facilitate a smooth closing and positive experience for the client during this transition.
6. **Active PRG Leads:** In the event Sales Person is still actively working with a "HOT" lead provided by PRG, then Sales Person shall continue to work the lead and attempt to ratify a transaction. A "HOT" lead is described as a buyer or seller who is showing high intent to transact and likely to ratify a transaction in the next 30 days. Sales Person shall provide proof of clients intent via notes and updates in the PRG Firepoint CRM. If the lead is still in "Nurture" status and not likely to ratify a transaction in the next 30 days then Sales Person shall discontinue their efforts to contact lead/client and someone from PRG will take over to nurture this client. Sales Person shall provide an updated list of Active PRG Leads / Clients to be reviewed and approved by PRG.
7. **Future Leads or Past Clients Provided By PRG:** If a lead or past client which was provided by PRG contacts the Salesperson in the future to buy or sell a home, then the Salesperson may work with the lead/client if they choose and must inform PRG within 7 days. PRG and Salesperson will work cooperatively to complete any necessary referral fee agreements or other documentation to facilitate the transaction.
8. **Compensation:** For any Active Escrows, Contracts, or Future Clients, Sales Person shall be compensated per the agreed upon compensation schedule in most recent Sales Position agreement signed by both parties. Any referral fee agreements to online partners such as Zillow, Opcity, Upnest, Redfin, etc shall still be honored if applicable.
9. **Database / Delete Agents SOI:** Salesperson shall delete any databases containing PRG provided leads or clients which are not Active / HOT and shall not be contacted in any way going forward. PRG shall delete any SOI provided by Sales Person from all systems and shall not be contacted for any reason going forward.
10. **Understanding of Good Faith:** PRG and Sales Person shall act in good faith during this transition and any interactions going forward. Neither party shall speak negatively of one another and shall part ways quietly and in their best effort to not disturb each other's business. PRG understands that other agents from PRG may contact Sales Person to find out information around the circumstances of Sales Person exiting the team and requests that Sales Person act in good faith to not influence, recruit or solicit another agent to exit PRG.

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I have read and understand the Sales Position Agreement. I also understand the PRG Compensation Schedule, Mentorship program requirements and performance standards for PRG. By signing this agreement I accept all terms and conditions.

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Signature of Sales Person

Signature of Authorized Rep for Team PRG

Agent Initials \_\_\_\_\_