



Icon Agent Agreement

This agreement between Hart & Olive Real Estate Group (“H & O”) and _____ is effective 10/30/2021. By their signatures and initials, each party agrees to all terms and conditions of this agreement. It is agreed that the status of employment of the Outside Sales Agent (“OSA”) is that of an Independent Contractor.

GENERAL STIPULATIONS

1. **Performance Standards:** I understand that Hart & Olive Real Estate Group has a high standard of performance and I agree to adhere to the best of my ability to that high level. I understand that I will be given minimum performance requirements by Hart & Olive Real Estate Group and that my job performance in relationship to these requirements will be reviewed on a continuous basis.
2. **Duties of Agent:** I understand that my duties as a licensed agent are to be determined by Hart & Olive Real Estate Group and that these responsibilities will be reviewed, augmented and/or amended by them as necessary. I understand that my attitude, appearance, service and skills reflect upon Hart & Olive Real Estate Group and, therefore, any deficiency in any of the above may result in the termination of this agreement at the sole option of Hart & Olive Real Estate Group.
3. **Compensation:** The attached compensation schedule, which can be amended at any time during the agreement by Hart & Olive Real Estate Group with 30 days’ notice, shall apply for my position of Icon Agent with Hart & Olive Real Estate Group (See Schedule B).
4. **Database Procedures:**
 - All assigned leads must be contacted and assigned an action plan immediately upon registration. Appropriate follow-up must be done according to the action plan. Comments of each update must be entered into the system as proof of contact.
 - Leads not contacted in an appropriate time frame may be reassigned.

- 5. Scripts and Databases:** It is agreed that all materials will be approved by Hart & Olive Real Estate Group for use and are the property of Hart & Olive Real Estate Group. Company Databases and/or database extracts are not to leave the office or to be copied in whole or in part without the permission of Hart & Olive Real Estate Group.
- 6. Limitation of Authority:** When a client is prepared to list and/or purchase a property, I will use the training and materials (including listing forms), provided to me by Hart & Olive Real Estate Group to obtain the most accurate list price for the longest term. I will also endeavor to maintain the maximum acceptable commission, including the transaction fee, whenever possible. I agree that if I do not know how to do something, or do not feel comfortable performing a task, I will seek help from one of the managers or staff of Hart & Olive Real Estate Group. All legal, tax, real estate and associated discussions outside my comfort level shall be immediately referred to Hart & Olive Real Estate Group.
- 7. Liquidated Damages:** All leads generated from the firm, are the sole property of Hart & Olive Real Estate Group. If for any reason this contract is terminated, I agree that the established value of any firm lead or client acquired, as a direct result of a firm lead, under this contract for the purpose of liquidated damages are \$5,000 per lead.
- 8. Minimum Commitment:** By signing this agreement, I agree that this relationship is for a minimum of a one (1) year commitment. Any time period less than one (1) year allows for an inadequate payback to Hart & Olive Real Estate Group for costs incurred in my training and development. Should I leave Hart & Olive Real Estate Group prior to the one (1) year period, all work in progress will become the property of Hart & Olive Real Estate Group and commission or bonuses will be paid based on the terms of compensation then in effect (See Schedule B).
- 9. Covenant Not to Compete:** I agree not to directly or indirectly, as a principal, agent, broker, employee, consultant, director, or owner of equity interest or in any other capacity, become engaged in the real estate business using in part, or in whole, Hart & Olive Real Estate Group Marketing including but not limited to: Listing Presentation, Buyer Presentation, Buyer Satisfaction Guarantee, Guaranteed Sale Program, Open House Strategies and Material, Team Videos and any other marketing developed and/or produced by Hart & Olive Real Estate Group. This provision shall be enforceable by injunctive or other equitable relief. In the event any provision shall be held invalid or unenforceable, the remainder of this paragraph shall continue in full force and effect as if such invalid or unenforceable provision were not contained herein. In the event of such finding of invalidity or unenforceability of any such provision shall be predicted upon the length of the term of any covenant herein or the area covered thereby, such provision shall not be deemed invalid or unenforceable, but shall be deemed modified to the maximum area and/or the maximum term as any court of competent jurisdiction shall deem reasonable

10. Expenses: Agent shall be responsible for monthly and yearly: NC Real Estate Dues (including Association dues), eXp monthly fees, eXp transaction fees, privilege license, CE courses, license renewal, MLS access, lockboxes and any/all cellular and auto expenses.

11. Disclosures: All documents and ownership of listings shall be deemed the property of Hart & Olive Real Estate Group per the North Carolina Real Estate Commission. Should I be now or become a licensed sales or broker associate in the State of North Carolina, I understand that I am required to be aware of the seller/buyer disclosure law. It is the policy of Hart & Olive Real Estate Group as well as eXp, that every transaction has the appropriate forms completed and inserted in the file accordingly. Additionally, any seller or buyer that makes an offer must sign all appropriate documents as are included in the Buyer and Listing Packets.

I understand and agree that all work relating to Hart & Olive Real Estate Group Sales Guarantees are to be held in strictest confidence and not to be discussed outside this office. I understand that no one is to be allowed access to Hart & Olive Real Estate Group or eXp offices without the prior consent of Hart & Olive Real Estate Group management. Failing to comply by these rules will result in immediate termination.

Agent covenants and agrees to indemnify or hold harmless Hart & Olive Real Estate Group, from any and all claims, damages and liabilities, including attorneys' fees, arising from the intentional or negligent acts of the Agent. Agent acknowledges and agrees that in the event a lawsuit is filed against Agent, then Agent is solely responsible for defending himself or herself and Hart & Olive Real Estate Group, will have no obligation to assist in defending any claims or actions.

The attached "Schedule A", "Schedule B" shall be part of this agreement

SCHEDULE A – Duties of Icon Agent & Minimum Standards of Performance

Results Inherent in this Position. To consistently acquire customers (and create raving fans) through buyer and seller consultations, prospecting, follow up and contact with personal sphere of influence. To assist in all aspects of the sales process. Through consistent communication and follow-up, assist buyer and seller clients with their real estate needs. To work in conjunction with office staff to oversee agreement to closing.

Duties of Icon Agent and Minimum Standards of Performance:

1. Agent will work diligently & employ his or her best efforts to sell real estate on behalf of Hart & Olive Real Estate Group and conduct themselves in a manner so as to increase the reputation of Hart & Olive Real Estate Group.
2. Agent must comply with all laws, and rules and regulations governing real estate agents as enacted by the North Carolina Real Estate Commission and the National Association of Realtors; and the Agent 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.
3. Any and all information in the databases, records, and the marketing and advertising materials and systems are the property of Hart & Olive Real Estate Group and cannot be used for any purpose other than for conducting business for and/or on behalf of Hart & Olive Real Estate Group. Agent shall not at any time divulge to any unauthorized person of corporation information gained by Agent from the files or business of Chanel Hart D'Aprix or Hart & Olive Real Estate Group. After the termination of this agreement, Agent shall not use any such information to his or her advantage or to the advantage of any other person or corporation.
4. In the event Agent shall breach any of the terms of this Agreement, in addition to any and all other remedies available to Hart & Olive Real Estate Group shall be entitled to recover from the Agent all costs and expenses, including court costs and reasonable attorney's fees, and any other amounts incurred by Hart & Olive Real Estate Group in the collection of any amounts due to Hart & Olive Real Estate Group or incurred by Hart & Olive Real Estate Group to enforce the terms of this agreement.
5. Turn in accepted contracts to Hart & Olive Real Estate Group via DotLoop within 24 hours of acceptance and properly filled in paperwork.

6. Follow up promptly: before, during and after a contract is negotiated. Implement, receive and negotiate through the inspection with customer/client.
7. Agent must turn in the Settlement Statement and all closing paperwork to Hart & Olive Real Estate Group staff within 24 hours of closing. Commission will be held until all paperwork is turned in and processed.
8. Communicate (coordinate with transaction coordinator) with customer/client before closing (48-72 hours) about settlement charges (cash to close) or other needed items for closing (i.e., insurance, cashier's check, termite letter) and to maintain consistent communication at all times.

Standard Behavior Inherent in this Position:

The results of Hart & Olive Real Estate Group will be given the highest priority. All work will be orchestrated and documented. Orchestration means that all work will be performed in a routine, coordinated manner so as to continuously duplicate desired results. Documentation means that all work processes and policies will be recorded. All work will be performed according to the policies and standards of this office. All work will be performed in accordance with all government laws, regulations, ordinances, and court rulings in those jurisdictions in which this office operates. A positive attitude will be maintained at all times while in the office and in working with customers and clients. Techniques of mirroring, pacing, matching, and leading will be used in communications with others. All calls will be returned within one hour (15 minutes is preferable) by someone who can handle the call during normal business hours of 8:30am-7:00pm. Agent will surround himself or herself with positive people and positive environments at all times. Personal information about clients, customers, employees, staff, etc., is to be kept confidential. Dress code policy will be adhered to at all times (business professional attire). A high standard of integrity shall be maintained.

Schedule B – Icon Agent Compensation

Commission Structure

- \$495.00 Administrative Firm Fee Charged to buyer or seller at closing. *If no fee is collected, Agent will be responsible for paying the \$495.00 fee at closing to Hart & Olive.)*

Compensation Terms: For the next 12 months from date of first closing with Hart & Olive , commission compensation will be as follows:

ICON AGENT: 10% to Hart & Olive Real Estate Group on all transactions until eXp ICON status is garnered, then 5% to H & O for remainder of transaction year. Compensation will then be reviewed once a year at least 14 days prior to original anniversary date of first closing. ****Please note, compensation terms are to be kept confidential between individual agent and Hart & Olive Real Estate group.**

REFERRALS:

- As an Icon Agent, any lead which originates from Hart & Olive and generates a sale, is subject to a 30% referral fee back to the firm at closing.
- As an Icon Agent, any lead which has been sourced and/or vetted by an ISA or Chanel Hart D'Aprix prior to being assigned to you and generates a sale, is subject to a one time 50% referral fee back to the firm at closing.

Services provided to Agents of Hart & Olive Real Estate Group:

- Office/Meeting Room space at: 175 E Salisbury Street or any other participating Freedom Builders office space in the country
- Regus office/meeting room space booked in advance at: www.myregus.com
- Top Tier Performance Coach, Rich Shuman
- Marketing Director
- Transaction Coordinator
- Access to Professional Executive Assistant
- Personal Printer/Scanner (by request)
- CRM

- Direct deposit of commissions
- E & O insurance
- Folders
- V1ce Smart business card (limit one per agent)
- Professional Headshots
- Bi Weekly 1:1 with Chanel
- Quarterly Intensive Training
- Weekly Training platform via: Freedom Builders, eXp University, H & O, Honey Badgers, Fast Forward Movement
- High End Signage
- Sign Riders
- Dotloop
- NCAR Forms
- Email
- Website presence
- Technology Based Advertising Plan provided with a listing presentation
- Leads

Icon Agent Signature & Acknowledgment

EFFECTIVE DATE OF AGREEMENT: October 30, 2021

ICON AGENT NAME:

AGENT PERFORMANCE AGREEMENT: As set forth in “SCHEDULE A” attached.

ICON AGENT COMPENSATION: As set forth in “SCHEDULE B” attached.

I agree to perform the duties outlined above with the highest degree of professionalism and integrity, with the understanding that my actions and behaviors impact the reputation and business volume of our office. I will execute these tasks by fully drawing upon the skills and experience I outlined during the hiring process.

Signature of Icon Agent

Date

Signature of Hart & Olive Authorized Representative

Date