



INDEPENDENT CONTRACTOR **AGREEMENT FOR SALES ASSOCIATES**

INDEPENDENT CONTRACTOR:

- A.** Contractor: Associate is an independent contractor and is not Broker's employee. Broker will not withhold any amounts for taxes from the fees paid to associate under this agreement. Broker will not pay any amounts for unemployment compensation or workers compensation for associate.
- B.** Term: This Agreement commences on _____ (commencement date) and continues until such time as either party terminates this agreement in accordance with paragraph G. If associate has an inactive or expired real estate license status this agreement will not commence until an active license status has become effective. This agreement will terminate immediately if associates license becomes inactive or expired.
- C.** Files & Documents: In any transaction related to Broker's real estate business in which Associate is involved, Associate must provide, within 72 hours, fax or email copies of all contracts, agreements, disclosures, correspondence, data, and other information related to the transaction. These copies will be maintained online. All required Closing documents are required to Broker issuing "Commission Disbursement Authorization" [CDA]. Broker will provide a "Required Document—Checklist" to be used with every closing file.
- D.** License and Membership Fees: Each party is responsible to pay all their respective license and membership fees. Associate must immediately reimburse Broker and fee, expense, or penalty that Broker incurs as a result of the parties' association or Associates failure to maintain Associates license or realtor membership status.
- E.** Associates License and Membership Status: Associate is a licensed real estate Associate Broker or Sales Associate in the State of Georgia, Associate's license must be active and in good standing at all times while this agreement is in effect or this agreement will terminate immediately.
- F.** Termination: Either party may terminate this agreement, with or without cause with written notice. This agreement will terminate immediately if Associate allows his/her license to expire or become inactive.
- G.** Associate will retain all listings, clients, and prospects. Properties under contract will remain with CRG and commission owed to agent will be paid at closing as normal.



COMMISSION PLAN

Choose One

_____ **Monthly Plan:** \$50.00 per month - \$500.00 per sale, \$50 per lease and \$50 per referrals. (No commission on BPO's).

There is a \$20.00 MLS fee that will also be billed monthly. Payments are setup through PayPal at the time of enrollment. There is a \$5.00 processing fee. The total that will be billed monthly for MLS is \$25.00

_____ **Yearly Plan:** \$500.00 per year due on your anniversary - \$250.00 per sale, \$50 per lease and \$50 per referrals. (No commission on BPO's).

There is a \$20.00 MLS fee that will also be billed monthly. Payments are setup through PayPal at the time of enrollment. There is a \$5.00 processing fee. The total that will be billed monthly for MLS is \$25.00

_____ **Team Plan:** \$375.00 per year due on your anniversary - \$250.00 per sale for the team, 15% per lease and 15% per referrals. (No commission on BPO's).

There is a \$20.00 MLS fee that will also be billed monthly. Payments are setup through PayPal at the time of enrollment. There is a \$5.00 processing fee. The total that will be billed monthly for MLS is \$25.00

Agents/Associate Brokers Signature: _____ Date: _____

CRG Management Signature: _____ Date: _____

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT.



Agent /Associate Broker Information

Associates Printed Name _____

Associates Signature _____ Date _____

Address _____ City, State, Zip _____

Real Estate License Number & Expiration Date _____

Home Phone _____ Cell _____

Business Phone _____ Website _____

Fax _____ Email _____

Company DBA Name, LLC, or Corp _____

SSN/TIN _____

What would you like as your Conveyance Real Estate Email Address?

_____@conveyancerealtygroup.com

Email Address: What email address (if any) would you like your CRG Email forwarded to?

Conveyance Realty Group
3588 Highway 138 SE, Suite 168
Stockbridge, GA 30281
Firm License Number: H-64746
Office: 404-590-2741 Fax: 404-591-5054
Email: info@conveyancerealtygroup.com
Broker: Marshia Ferguson
Email: marshia@conveyancerealtygroup.com
Cell: 404-732-4814



Rental Property

Do you own rental property? Yes No

If yes, do you hold title to rental property with an unlicensed person? Yes No

If yes, do you hold security deposits? Yes No

If yes, security deposits from your rental property will have to be maintained in a trust account.

AGENT TRUST ACCOUNTS: Any agent establishing their own Trust Account must include the Trust Account Seminar 6 hour course in their continuing education every 4 years. Agent must also register the Trust Account with the GA Real Estate Commission and provide Broker a "monthly" reconciliation of the account no later than the 15th of each month.

Licensees who receive deposits or trust funds on property personally owned must deposit those funds into a designated trust account approved by the Broker and be reported to the GA Real Estate Commission. The licensee shall assure that the bank in which the account is maintained designates the account as a trust account and the Licensee shall notify the Georgia Real Estate Commission of the name of the bank in which the account is maintained, the number of the account, and the name of the licensee who owns the account. The licensee who owns such account shall maintain such records on the account as required by the Georgia Real Estate Commission. The Licensee who owns such account shall provide to Broker on at least a quarterly basis a written reconciliation statement comparing the Licensees total trust liability with the reconciled bank balance of the Licensees trust account.

Print Name

License #

Signature (Associate)

Date

Signature (Broker)

Date



INSTRUCTIONS ON SENDING CLOSING FILE TO OFFICE

Files and Documents: In any transaction related to Broker's real estate business in which Associate is involved, Associate must provide within 72 hours, agreements, disclosures, correspondence, data, and other information related to the transaction via email to contracts@conveyancerealtygroup.com. All required Closing documents are required prior to Broker signing "Commission Disbursement Authorization". [CDA]

If emailing closing documents, please email them to: closing@conveyancerealtygroup.com.

If faxing closing documents, please fax to: 404-591-5054

If mailing closing documents, please notify Broker and mail to:

Conveyance Realty Group
3588 Highway 138, Ste 168
Stockbridge, GA 30281

Marshia Ferguson is the Managing Broker and should be contacted for all real estate questions including contract information and information regarding closing files, CDA's, commission checks etc. Her email is marshia@conveyancerealtygroup.com and cell phone number is 404-732-4814.

**CONVEYANCE REALTY GROUP DOES NOT HOLD EARNEST MONEY.
PLEASE WRITE ALL CONTRACTS UP SUCH THAT THE CLOSING ATTORNEY
OR LISTING BROKER HOLDS FUNDS.**



Master File "REQUIRED" Closing Check List

(Copies of all forms checked are required as part of your closing file and prior to issuance of CDA)

Property Address _____

Agent _____ Date _____

_____ Fully Executed Contract with acceptance date and ALL signatures by ALL parties (Including all addendums and special stipulations)

_____ Exclusive Buyer Brokerage Agreement (Signed by Agent and Buyer)

_____ Listing agreement and any addendums or stipulations

_____ Sellers Property Disclosure Statement signed and dated by BOTH the Buyer and Seller

_____ MLS Printout

_____ Inspection Report

_____ Copy of Earnest Money check (Copy of Option fee check)

_____ FINAL HUD STATEMENT

_____ T & R Form if applicable

Lease Agreements

_____ Lease Listing agreement

_____ Lease Contract

_____ Agreement Between Brokers form

_____ Copy of deposit and rent checks



CONVEYANCE REALTY GROUP

3588 Highway 138 SE, Suite 168, Stockbridge Georgia 30281

OFFICE POLICY

Conveyance Realty Group is a virtual real estate firm, thereby making it convenient and economical to all agents. Because we are a virtual real estate brokerage, there are no monthly meetings or mandatory floor duty.

The intent of Conveyance Realty Group is to assist agents in accomplishing their goals in the area of Real Estate and helping agents to be the best Real Estate Professionals they can be.

CONTRACT REVIEW: All Listing Contracts, Leases, Sales Contracts, Management Agreements, and Offers to Buy, Sell, Lease or exchange real property (even if offer is not accepted) which is secured, negotiated, or handled in any manner by firm's agent shall be forwarded to Broker within 14 days of the preparation of the original offer or 72 hours after an acceptance, whichever comes first. Broker sends you a "Written Critique" on all contracts. If you do not receive a written critique within 7 days after sending said copies, it is your responsibility to notify Broker. Inability to provide a copy of critique is considered failure to timely send the above listed documents to Broker (SEE GA CODE 43-30-18(3)).

NOTES:

1. If a document pertains to real property and your name is on it, Broker is to be sent a copy.
2. When you send documents in which you are one of the principals, either using your name or the name of any entity you are a part of, to Broker, attach a cover letter stating the fact that you are a principal.

DUAL AGENCY: Do not agree to Dual Agency and/or check on any contract that you represent Buyer and also represent the seller.

REFERRALS: No referral shall be given or accepted until all agents involved have in their possession written documentation that the prospect who is being "referred" acknowledges and agrees to the referral, what the referral is for (brokerage or relocation services, and whether or not each licensee will receive a valuable consideration for the referral (SEE GA CODE 43-40- 25(a)(35)). Conveyance Realty Group Agents must also advise in writing any out-of- state agent of the GA Code requirements prior to accepting and working with a referral. **Do not allow another agent to not include you on a contract by promising to pay you a referral fee, unless you have in your possession the required documentation.** This includes commission splits with agents within the same company.

GA CODE AND FEDERAL LAW: Agents are responsible for complying with the Law. There is no way a Broker can be with all agents all the time. Nor do we believe all agents especially "newly licensed" agents can possibly know all there is to know about real estate law. What we expect, however, is that agents maintain an "awareness" about what is going on so that they at least know when to seek guidance from the Broker or our attorney. We are here to guide and train, but you still bear the responsibility for compliance. Newly licensed agents, as well as experienced agents for that matter, should avail themselves of the opportunity to coordinate with Broker whenever they face a new or unusual situation. You are also advised to regularly check the GA Real Estate Commission web page at www.state.ga.us/Ga.Real-Estate.

FEDERAL LBP (LEAD BASED PAINT) LAW: If home was built before 1978 all listing agreements must include Seller's LBP disclosure that will be given any potential purchaser and Seller's acknowledgement that you have advised them regarding the LBP law. If you work with a FSBO or HUD/VA Foreclosure; you must perform all "listing" and "selling" agent duties to include appropriate signature(s) and initials as well as Seller disclosures for HUD and VA.

NOTE: You are reminded that no commission payment will be made until Broker has received documentation that you complied with the Federal LBP Law.

AGENTS ACTING AS PRINCIPAL: Agents selling or renting their own property or property owned by a corporation in which they have an ownership interest; or agents purchasing or leasing in their own name or in the name of a corporation in which they have an ownership interest must obtain written approval from Broker before any contract/agreement is made.

AGENTS ACTING IN 2nd CAPACITY: Because of, among other reasons, the possibility of a conflict of interest, Independent Contractor is prohibited from acting as a mortgage broker, mortgage loan officer, or mortgage lender for any of their buyers or sellers, and Independent Contractor is prohibited from executing any document for buyers, sellers, lessees or lessors as Power of Attorney without being specifically authorized in writing on a case by case basis by Broker. Independent Contractor is also prohibited from the use of any business name other than Conveyance Realty Group in the pursuit of real estate activity. These referenced unapproved activities could be considered as outside the scope of our Broker/Independent Contractor Agency should there be a lawsuit, which could void E&O coverage.

AGENT TRUST ACCOUNTS: Any agent establishing their own Trust Account must include the Trust Account Seminar 6 hour course in their continuing education every 4 years. Agent must also register the Trust Account with the GA Real Estate Commission and provide Broker a "monthly" reconciliation of the account no later than the 15th of each month.

Licensees who receive deposits or trust funds on property personally owned must deposit those funds into a designated trust account approved by the Broker and be reported to the GA Real Estate Commission. The licensee shall assure that the bank in which the account is maintained designates the account as a trust account and the Licensee shall notify the Georgia Real Estate Commission of the name of the bank in which the account is maintained, the number of the account, and the name of the licensee who owns the account. The licensee who owns such account shall maintain such records on the account as required by the Georgia Real Estate Commission. The Licensee who owns such account shall provide to Broker on at least a quarterly basis a written reconciliation statement comparing the Licensees total trust liability with the reconciled bank balance of the Licensees trust account.

EARNEST MONEY: All "monies" to include but not limited to earnest money and security deposits received by agent from other parties are to be placed into the custody of the Broker / Closing Attorney designated as the one to hold said monies as soon after receipt as is practical. Conveyance Realty Group **DOES NOT** hold Earnest Money.

Agents are not allowed to return earnest money to Buyer under any circumstances or change the form in which it was received, such as converting to certified funds for deposit. It must be given to Broker / Closing Attorney, who will return it, when authorized to do so. If you want certified funds, the buyer must get them before turning check over to you. All Earnest Money must be mailed or delivered when you make an offer on either VA or HUD Foreclosed properties. You **MUST** get certified funds before submitting an offer electronically or on paper, on HUD or VA foreclosure bids. You are personally responsible to pay VA or HUD, if they want the money and there is any problem with purchaser's check.

Once earnest money has been designated for a property, it cannot be used on another property until properly released, even if the offer on said property was "rejected" or the buyer failed to qualify for said property. This situation could easily occur, for example, when a buyer is trying to purchase a HUD Foreclosure or/and HUD does not accept offer, or if a prior "accepted" contract on a house expires before closing. **Use the "Earnest Money Release" form, which need not be signed by Seller, (only) if it includes a statement from you that the offer was not accepted.**

NOTES:

1. This also applies to offers/counter offers/contracts allowing the Earnest Money Broker to hold the money/check until after an acceptance. You are **NOT** allowed to hold it, nor are you allowed to pass it back and forth between listing/selling agents while offers/counteroffers are made. It must be delivered to the Broker or designated Closing Attorney as soon as is practical.
2. I suggest you state on all contracts, where permitted, that said earnest money to be paid after any acceptance. This will in and of itself save you these efforts.
3. You are to always have the listing company or closing attorney hold earnest money, when you work with buyers. You are reminded that our contract requires you to pay legal costs resulting from your work. Resolving earnest money disputes is one of the leading exposures you have since having to get an attorney to advise or handle a problem would cost at least \$300-\$500
4. Do not accept anything unusual as earnest money without Broker's written approval.

PHONE SOLICITATIONS:

1. Make no cold telephone calls prior to 8 AM or later than 9 PM. Advise Broker if any person tells you not to call them again.
2. Make no calls to any residence that is listed in the GA Public Service Commission's "Georgia No Call List" database. There is no acceptable excuse for not complying. Failure to comply will not be tolerated, resulting in our returning your license to the Real Estate Commission. This is a "One Strike and You Are OUT." Prior to initiating any telephone solicitation, agent is to subscribe to the Public Service Commission's database and ensure that the residence they are calling is not listed on the No Call List. This includes calls to any potential purchaser or seller that may have been referred or recommended by others or that may be identified as a FSBO, Expired Listing etc. Call 404-656-4501 for more information.

PAYMENT TO AGENTS: As stated in our Independent Contractor Agreement, Associate will receive a Commission Disbursement Agreement to be provided to Closing Attorney so that Independent Contractor can be paid at closing. If Closing Attorney does not pay Associate at closing and only provides check to Conveyance Realty Group, Associate may deposit the commission check into Brokers account at any Wells Fargo Bank.

Prior to depositing the funds:

1. Notify Broker that you will be depositing the funds. You will be provided the Wells Fargo account number to deposit the funds into.
2. Email or fax a copy of the commission check and HUD-1 to broker.
Email: closing@conveyancerealtygroup.com
Fax: 404.591.5054
3. Advise broker if you would like your commission check mailed to you or directly deposited into your bank account. Please provide mailing address or routing number and bank account information.

NOTES: Checks deposited after 2:00 p.m. on Fridays normally do not go into our account until midnight on Monday. However, as soon as funds have cleared, you will be notified, and your funds will be disbursed. Failure to have previously sent to Broker all contract documents or failure to correct all items marked with an "X" on the contract critique sheet will delay issuance of Commission Disbursement Authorization and/or Commission Check.

OFFER WITHDRAWALS: If your customer/client wishes to withdraw an offer, review the contract to ensure that you follow any procedure spelled out. Do not allow your customer/clients to obligate themselves on another contract until you have sent Broker a copy of the notice you gave and received approval from Broker to proceed with a new offer.

ADVERTISING: Copies of all advertising should be forwarded to Broker prior to being used. It is not necessary to forward copies of advertising that has previously been sent to Broker when the copy (wording) has not substantially changed. Agent to maintain file of approved advertising. Also, Broker must be the listing agent on any contract unless otherwise permitted.

NOTE: If selling your own property refer to 520-1-04(4) and 520-1-15.

MLS: We are member of the Georgia MLS. All agents are to comply with MLS Rules and Regulation to include but not limited to placing all listings in the MLS service.

NOTE: Do NOT accept listings if seller makes changes to MLS's preprinted wording.

SHOWINGS: Always follow the showing instructions of Listing Broker indicated in the MLS. Georgia Real Estate Commission Rules require that whenever we are acting as a "Buyer Broker" the Selling Agent should be so notified "**at first contact**" and that whenever Purchaser is expecting the Seller to pay the commission a clear agreement in writing should be reached as soon as possible, via Instruction to Closing Attorney form between Selling Agent and Listing Agent.

SAFETY: Be aware of your personal safety at all times, especially when dealing with strangers. It is recommended that, as a minimum precaution, whenever you have an appointment you let someone know who and where you are meeting. I suggest that you never meet a prospect at a vacant house and that after you meet with a stranger to show properties you advise them that "your Broker requires you to keep in touch" and (also) then place a call (in the presence of the "stranger") saying who you are with and describe your plans. This call can also (and innocently) be made when you meet or are at occupied homes such as on listing appointments by informing the people you were paged or need information, etc.

CHARGES TO INDEPENDENT CONTRACTOR:

1. All monthly plans should be set up on a recurring plan through PayPal. If you require monthly billing, monthly fees will be invoiced the 20th of the month payable no later than the 5th unless recurring billing is set up. Outstanding invoices are subject to a \$5 a day late fee after the 10th of the month unless arrangements have been made with Broker. If the balance has not been paid by the 15th, your license will be placed in an inactive state. (There will be a 25.00 NSF fee for any NSF items, and license will be placed on inactive status until fees are paid.)
2. Independent Contractor is not to obligate Broker for any financial costs without Broker's written authorization. Charges to Broker's account, which are made by Independent Contractor are to be paid by Independent Contractor with their next monthly fee payment. Independent Contractor shall consider nonpayment of any invoice by Broker within 10 days a breach of contract.
3. Independent Contractor is responsible for and is to pay legal costs incurred by Conveyance Realty Group as a result of agent's activities to include but not limited to the E & O insurance deductible amount, which is currently \$2500. Agent is to receive Broker's written approval before initiating any legal action that does involve or could involve Conveyance Realty Group.
4. Independent Contractor who fails to send Broker a copy of an accepted contract, as directed in the 1st paragraph of this "Office Policy" will be charged \$50.00 whether or not contract closes.
5. Independent Contractor will be charged \$100 for any violation to GA Code 43- 40-25 (License Law). **NOTE:** If you are not sure of your actions contract Broker. GA Real Estate Commission makes no waivers for inexperience or "failure to remember." You may find a copy of GA Code 43-40-25 at <http://www.grec.state.ga.us/about/relaw.html>

CONTRACTS FOR DEED: Do not be party to any contract that indicates a "Contract for Deed" as the method of sale.

LEGAL: Please be reminded that you are not authorized to perform legal work. In order to avoid possible problems in this area do not write letter, make phone calls, etc. for customers and clients even if they indicate it is inconvenient for them to do so. They should write their own letters and obtain their own services such as pest control, Mortgage Company, lawyer, etc. If they do not have any contacts and you are asked to help them, you should provide them with at least two (2) names for them to choose from. Otherwise you could subject yourself to (possible) having to pay for unsatisfactory results.

Should you desire to initiate any legal or arbitration action, it must be handled through an attorney. Said Broker must also approve action and the desired attorney along with any agreement you wish to make with the attorney prior to initiation. If Broker has to become involved in your legal action in any way other than approving said agreement with an attorney, such as but not limited to attending court or depositions or making written responses, there will be a charge equal to my actual costs plus an hourly charge of \$50 per hour.

DISCRIMINATION: The laws prohibit discrimination on the basis of race, color, sex, religion, national origin, familial or handicap status.

ADDITIONAL LICENSE: Independent Contractor, who have additional Real Estate License(s) as Brokers, are to notify Broker in writing of said license with a description as to activity performed with said license. After Broker approves said form it is to be maintained by Agent. If a property they work with is associated with Conveyance Realty Group at any time, such as a listing in MLS, the activity is to start through Conveyance Realty Group and is to be conducted through Conveyance Realty Group and Broker/Agent is to honor all of Conveyance Realty Group commitments to include but not limited to placing all of their residential listings in MLS. Sale is also to be through Conveyance Realty Group.

NOTES:

1. 12:00 PM is noon. 12:00 AM is midnight. Many people mistakenly get these confused
2. Any agreement you enter into for Conveyance Realty Group is to be sent to Broker within 24 hours.
3. The critique is an important part of our training program. It is important that you read, understand, and correct problems.
4. Even when you intend to charge no commission, all contracts should include the transaction fee as a commission to Conveyance Realty Group unless you have written permission from Broker.

SIGNING AGREEMENTS: You are authorized to sign various agreements on behalf of Broker. Care should be taken that any designation is correct. Accordingly, on contracts whereby you are signing on a line or in a block that says "BROKER" add the word(s) "for" in front of the word "BROKER" or "for Broker" as applicable, under your signature. On contracts, such as some of the GAR, where the words "or licensed affiliate" you need only sign your name.

I certify that I have read or will read within 10 days this Office Policy and will contact Broker regarding anything that I do not understand.

Print Name

License #

Signature (Associate)

Date

Signature (Broker)

Date



PREVENTING MORTGAGE FRAUD

Committing mortgage fraud is against the law and may result in jail time with severe fines as well as the loss of your license.

Here is a simple list of DO NOT's to follow when working with buyers and sellers.

- DO NOT allow your client or customer to create a false identity or use someone else's identity or social security number to obtain a loan.
- DO NOT allow your client or customer to provide, false information about their employment, income, credit or bank account.
- DO NOT allow your client or customer to allow the use of their name, credit or social security number with intent to defraud.
- DO NOT be a part of a closing that you know has false or misleading information. This includes appraisals with inflated values, down payment or earnest money that did not come from the appropriate place, or rental leases that you believe to be inaccurate.
- DO NOT allow your clients or customers to pay earnest money (down payment) to anyone other than you or the other real estate professional for the home they are purchasing. If you have doubts about who really owns the home, you are responsible for calling the county tax assessor to verify the current owner and find out when they took ownership.
- DO NOT ever sign anything for your client or customer or allow anyone else to without your client or customer's written approval and authorization. Always remind the Client or Customer of the power they are giving this person when they authorize them to sign.
- DO NOT forget to remind purchasers that they are not to expect to get "paid" for purchasing a home. They should be bringing certified funds to closing in order to buy the home.
- DO NOT pay anyone additional fees or costs associated with the loan closing or application process after the loan closes.

Please sign indicating you have read and understand the severity of Mortgage Fraud.

Print Name

License #

Signature (Associate)

Date

Signature (Broker)

Date



Forms to include with Contracts

FOR ALL FHA/CONVENTIONAL LOANS:

1. Purchase & Sale Agreement (if applicable, New Construction Contract)
2. Buyer Brokerage Agreement (if representing buyer)
3. FHA Loan Exhibit (if FHA Loan is to be obtained)
4. VA Loan Exhibit (if VA Loan is to be obtained)
5. Customer Acknowledgement (use if there is no Buyer Brokerage Agreement)
6. Termite Letter (obtain from Listing Agent)
7. Lead Base Paint Exhibit (if property was built before 1978)
8. Lead Base Paint Pamphlet (must be given on property built before 1978)
9. Seller's Property Disclosure Statement Exhibit (obtain from Listing Agent)
10. Earnest Money Form

PROPERTY LISTINGS:

1. M.L.S. Input Sheet
2. Exclusive Seller Listing Agreement
3. Seller's Property Disclosure Exhibit
4. Termite Letter
5. Request for Loan Information Form
6. Lead Base Paint Exhibit

Please remember, you can obtain these forms through GAMLS Transaction Desk Forms.



Office Information

Address:

Conveyance Realty Group
3588 Highway 138 SE, Suite 168
Stockbridge, GA 30281

Phone:

404-590-2741

Fax:

404-591-5054

Email:

info@conveyancerealtygroup.com

Broker:

Marshia Ferguson

Firm License Number:

H-64746

NAID:

CNVYNC0515

Tax ID:

45-4140515

MLS:

CONV01