

Avanti Way Realty LLC (“**Broker**”) is licensed as a real estate broker According to Federal, State and local law and performs acts designated within current state guidelines, enjoys goodwill and a reputation for dealing with the public, and maintains an office for the purpose of serving the public as a real estate broker. _____ (“**Associate**”) is licensed as a real estate associate in the following state(s) (license Number(s) & State(s)) _____ and is properly qualified to deal with the public as such.

Effective the _____ (“**Effective Date**”), Broker and Associate agree to associate pursuant to the following terms and conditions.

1. Employment Status: Broker retains Associate as an independent contractor to assist Broker in the performance of real estate-related activities. With respect to the clients and customers for whom service is performed within the scope of this Agreement, Associate will be construed to be an agent of Broker; otherwise, Associate will not be deemed a servant, employee, joint venturer or partner of Broker for any purpose. Associate will not be treated as an employee for Federal tax purposes with respect to the services performed for Broker under this Agreement. Associate is responsible for paying his/her own estimated income tax payments, self-employment taxes, occupational taxes and other taxes, if any, to the appropriate governmental entities. Broker will not withhold any taxes from compensation due to Associate, nor will Broker provide worker’s compensation insurance for Associate.

2. Personal Information: Associate affirms they have all required documentation to legally work under local, state and federal laws. The Associate will, if any changes in their legal status or work permit changes they will notify Broker immediately after the change takes place. Associate also affirms that his/her social security is _____.

3. Associate Responsibilities: Associate will use his/ her best efforts to procure real estate-related business for Broker and will conduct his/her business in a reputable manner and in conformance with all laws, rules, regulations and codes of ethics that are binding upon or applicable to real estate licensees, and with Broker’s office policy manual.

A. License(s) Status and Cost: Associate affirms his/her is actively licensed as a real estate agent and is in full compliance with all federal, state, local laws and Business Regulation when applicable. Associate shall remain licensed and in good standing with all federal, state, local laws and Business Regulation when applicable throughout the term hereof. If not currently a Realtor®, Associate will, within 10 days of the date of this contract, become a member of an approved Association of REALTORS® and will adhere to the REALTOR® Code of Ethics and the Multiple Listing Service Rules and By-Laws. Associate will always conduct him/herself in full compliance with the Statutes of federal, state, local laws and Business Regulation when applicable and in a way which reflects the high standards of the Broker. All cost to obtain and maintain in good standing his/her real estate license(s) will be paid solely by Associate.

B. Authority to Bind: Associate is NOT an agent of Broker and shall have NO authority to bind Broker by any promise or representation unless such authority is expressly granted in writing which writing must include the specific time period and terms included in said agreement.

C. Services, Expenses, Cost and Fines: Broker shall not be liable to Associate for any expenses incurred by Associate including, but not limited to, costs related to marketing, association dues, state dues, licensing, pagers, cellular telephones, transportation, etc. Exceptions must be expressly agreed to in writing and signed by both parties. Any and all fees or fines charged by any Association of Realtors, MLS, State regulators, federal regulator or any other vendor or supplier through the Broker for or on behalf of Associate, or his/her assistants, shall be the Associate’s sole responsibility and shall be paid by Associate. Associate irrevocably authorizes Broker to add such fines and/ or fees to Associate’s expenses which may be deducted from commissions or charged to a credit card on file, if not paid within five business days of received date.

D. Responsibility: Broker will not be liable to Associate for any expenses incurred by Associate nor for any of Associate’s acts. Associate will have no authority to bind Broker by any promise or representation, oral or otherwise, unless specifically authorized in writing in a particular transaction. Suits, whether for fees or otherwise, against clients, customers and others in the real estate business will be maintained only in Broker’s name. Associate is responsible for all costs, expenses, fees and for providing all the tools necessary to perform the duties outlined.

E. Automobile: Associate-Licensee shall maintain a minimum automobile insurance coverage for liability and property damage in the following amounts: \$50,000 each person/ \$100,000 each accident /\$30,000 property damage.

F. Personal Assistants: Associate-Licensee may make use of a personal assistant, provided the following requirements are satisfied. Associate-Licensee shall have a written agreement with the personal assistant which establishes the terms and responsibilities of the parties to the employment agreement including, but not limited to, compensation, supervision and compliance with applicable federal, state, local law and your local real estate association. The agreement shall be subject to Broker's review and approval. Unless otherwise agreed, if the personal assistant has a

real estate license, that license must be provided to the Broker. Both Associate-Licensee and personal assistant must sign any agreement that Broker has established for such purposes.

G. Office Policy Manual: Broker maintains an office policy manual. Broker holds the right to change from time to time the office policy manual and it is the Associate's responsibility to read the office policy manual when changed. If Broker's office policy manual, now or as modified in the future, conflicts with or differs from the terms of this Agreement, the terms of the office policy manual that conflicts shall govern the relationship between Broker and Associate-Licensee.

H. Fair Housing: Broker and Broker company support and practice Fair Housing principles. Associate has been advised that failure to comply with Fair Housing principles will result in appropriate disciplinary action and possible termination of this Agreement. Associate warrants and represents that it is Associate's intent to attend Fair Housing instructional programs, keep current on developments in Fair Housing as it affects real estate marketing and sales, and comply with the Fair Housing laws and regulations. Associate understands this acknowledgment, warranty and representation and agrees to it voluntarily.

I. Non-Disclosure: Associate shall (i) maintain the confidentiality of the information, materials, proprietary technologies, proprietary procedures, proprietary methods, computer code, whether oral, written or in any form whatsoever, of the Broker that may be reasonably understood. The nature of such information itself and/or the circumstances of such information's disclosure, to be confidential and/or proprietary thereto or to third parties to which either of them owes a duty of nondisclosure (collectively, "Confidential Information"); (ii) take reasonable action in connection therewith, including without limitation at least the action that each takes to protect the confidentiality of its comparable proprietary assets; (iii) to the extent within their respective possession and/or control, upon termination of this Agreement for any reason, immediately return to the Broker all Confidential Information not licensed or authorized to be used or enjoyed after termination or expiration hereof, and (iv) with respect to any person to which disclosure is contemplated, require such person to execute an agreement providing for the treatment of Confidential Information set forth in clauses (i) through (iii). The foregoing shall not require separate written agreements with Broker and Associate already subject to written agreements substantially conforming to the requirements of this Section nor with legal counsel, certified public accountants, or other professional advisers under a professional obligation to maintain the confidence of clients or customers. Any confidential information disclosed before, during or after termination of this agreement will render Associate to be prosecuted with the maximum allowable penalties allowed and also will be liable to Broker for any and all damages caused.

J. Indemnification: Associate will indemnify and hold Broker, its officers, directors and employees harmless from all claims, demands, suits, costs and expenses, including reasonable attorneys' fees at all levels, of whatever nature and description to the extent based on Associate's representations; acts; omissions; negligence; willful misconduct; or violation of laws, rules, regulations, codes of ethics, duties of confidentiality established by this Agreement, this Agreement generally or office policy manual.

K. Additional Customer/Client Fees: Associate will collect a processing fee or commission fee in the amount of \$_____ per each Sales Transaction and \$_____ for each Leasing Transaction from each customer/client represented by associate at closing. Any uncollected fees shall be charged to Associate by Broker unless otherwise agreed in writing.

L. Non-Solicitation: During the period commencing the execution of this agreement and ending three years following the Termination Date, the Associate shall not, without the Broker's prior written consent, directly or indirectly, (i) solicit, interfere and/or encourage any of the Broker associates, Employee, Contractors, Staff, or (ii) hire, on behalf of the Associate or any other person or entity, any of the Broker associates, Employees, Contractors, Staff or any person who has left the Broker within the three year period following the termination of that person's employment or relationship with the Broker or its Affiliates. In the event Associate fails to comply with this provision during the term or three years after termination of this Agreement, Associate will be liable for full damages caused by a breach of this clause and; in the case of soliciting, hiring or interfering with a sales or broker associate, Associate will pay a minimum of \$2,000 or two years of the associate's prior 24 month income whichever is greater to the Broker within 10 days of breaking this clause.

4. Broker Responsibilities:

A. Access to Listings: Broker will provide Associate with access to all current listings of Broker and listings made available to Broker through offers of cooperation, except those listings that Broker, in his/her/its discretion places exclusively in the possession of another sales associate.

B. Access to Facilities & Systems: Associate may utilize Broker's then existing office facilities, systems and tools for the performance of Associate's duties as described above. Broker has the right to charge additional fees for the use of non-mandatory premium systems, tools, or services provided to the Associate upon Associate's activation or purchase of such premium services.

C. Compensation: Broker will negotiate all terms and conditions of fees charged clients/customers including but not limited to, the amount and payment date. Broker will compensate Associate in proportion to Associate's output with regard to real estate-related activities and not to hours worked by Associate. Such compensation will be solely through commissions as described below or in Broker's office policy manual. In the event of conflict between Broker's office policy manual and this Agreement, the terms of the office policy manual will prevail. Broker may deduct from Associate's compensation any amounts due from Associate to Broker.

(1) Amount & Payment: When Associate performs any Brokerage service for Broker and Broker earns and collects a fee and have cleared for such service(s), Broker will pay Associate within a reasonable time frame after delivering all documentation needed to meet broker compliance. Broker will split earned money the following manner:

_____ % of the fee as commission for all Residential Sales and/ or additional incentives	_____ % of the fee as commission for all Residential Leases and/ or additional incentives
_____ % of the fee as commission for all Commercial Sales and/ or additional incentives	_____ % of the fee as commission for all Commercial Leases
_____ % of the fee as commission for all Business Brokerage Sales and/ or additional incentives	_____ % of the fee as commission for all Other: _____

Broker will also charge an additional _____ % Branch fee on earned money.

(2) Commission Plan Fee: Associate shall pay a _____ fee in the amount of \$ _____ to Broker as part of the Associate's Compensation & Commission Plan selected. Associates who are enrolled in any of the monthly fee plans and wish to transfer to another plan before completing the required minimum period within that plan will need to pay a transfer fee equal to the sum of the remainder of the monthly fees due for the minimum contractual period. All Closings will be paid to associate according to the compensation plan the Associate was at the time of the effective date for the executed contract.

(3) Dividing Compensation With Other Licensees: If two or more associates participate in rendering a brokerage service to the public, or claim to have done so, Broker will determine, in Broker's sole and absolute discretion, the amount of the fee due Associate.

(4) Benefits: Associate will be provided no minimum salary, vacation pay, sick leave or any other fringe benefit.

(5) Collection of Fees: Broker will not be required to prosecute or sue any party in order to collect any fee for services performed by Associate. However, if Broker incurs attorneys fees and costs in the collection of or attempt to collect a fee, such amounts will be deducted from Associate's commission in the same proportion as provided for herein in the division of the fee.

(6) Compensation After Termination of Agreement: After termination of this Agreement, Broker will reduce above mentioned split by an additional 10% and will pay Associate any amount earned prior to termination less amount owed to Broker and amounts Broker must pay another licensee to complete pending transactions for which Associate was responsible prior to termination. All Active listings at the time of termination may, at Broker's sole discretion, be transferred to Associates new Broker with a referral agreement for the commission split state above.

5. Errors and Omissions Insurance: Broker maintains Errors & Omissions insurance (the "E&O Policy"). Associate will pay a portion of the annual premium for the E&O Policy. If Associate requests that a claim be made on the E&O Policy, Associate shall be responsible to cover the full deductible per incident required by the policy.

6. Annual, Start up and/or Other Monthly Fees: Associate will be charged a one time start up fee in the amount of \$ _____ which is due immediately after executing the agreement and must be paid online via the Broker's platform. Associate will be charged a recurring Yearly Fee in the amount of \$ _____ which will contribute to Brokers Errors and Omission Insurance, Printing Cost, Technology Cost and other costs not stated herein. Associate will also be charged a recurring monthly fee of \$ _____. This fee is in addition to any other fees charged from the Broker and must be paid within 5 days of the due date. If any fees are not paid within 5 business days of the due date, Associate authorizes Broker to add such Fee(s) to Associate's expenses which may be deducted from pending commissions or charged to a credit card on file, with any late fees applied.

7. **Term & Termination:** This Agreement will be in effect for 1 year(s) from the effective date and will automatically renew at the end of each term. Either party may terminate this Agreement by 30 days' advance written notice to the other party. Broker may terminate this Agreement without notice for wrongful conduct by Associate. Failure by either party to maintain active licensure status pursuant to Federal, State and local laws, will be deemed automatic termination. Associate will not, after termination of this Agreement, use to his/her own advantage, or to the advantage of any other person or entity, any information gained from the business of the Broker relating to property for sale, lease or rental, or Broker's customers or clients. Upon termination of this Agreement, Associate will return all Broker's property to Broker with no copies made or retained by Associate.

8. **Dispute Choice of Law, Jurisdiction & Venue:** All disputes between Associate and another associate in Broker's firm will be resolved by Broker. All disputes between Broker and Associate will be mediated under the rules of the American Arbitration Association or other mediator agreed upon by the parties. The parties will equally divide the mediation fee, if any. In any litigation between Broker and Associate, the prevailing party will be entitled to recover reasonable attorneys' fees and costs at all levels. Any disputes not resolved by mediation will be settled by neutral binding arbitration in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. The prevailing party in the arbitration will be entitled to recover reasonable attorneys' fees and costs at all levels. All disputes, questions concerning the construction, validity and interpretation of this Agreement shall be governed by the law of the State of Florida and venue of any proceedings shall be in Miami Dade County, Florida.

9. **Sponsorship:** Associate acknowledges he/she was referred by _____ (the "Sponsor") to become an Associate of the Broker. Associate acknowledges that the Sponsor is eligible to receive compensation from Associate's transaction closings from the Broker's commission portion and the Associate's split will not be affected. Associate hereby authorizes the Sponsor to access and review the Associate's specific transaction information.

10. **Electronic Mail:** Associate and Broker agree to communicate with each other or with 3rd parties by electronic mail. Such communications will not be encrypted. Although interception of such communications by a third party would constitute a violation of federal law, we can offer no assurances that such interception will not occur. We will abide by any instructions you may give us concerning electronic mail communications; in the absence of such instructions, we will use our own judgment regarding the advisability of using such means of communication.

11. **Electronic Signatures:** The parties agree that this agreement may be executed by electronic signatures and such e-signatures shall be binding as if originals.

12. **Unenforceable Provisions:** If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, the other provisions will remain in full force and effect.

13. **TCPA Consent & Privacy:** Notwithstanding any current or prior election to opt in or opt out of receiving telemarketing calls or SMS messages (including text messages) from us, our agents, representatives, affiliates, or anyone calling on our behalf, you expressly consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf for any and all purposes arising out of or relating to your relationship with the broker or your account, at any telephone number, or physical or electronic address you provide or at which you may be reached. You agree we may contact you in any way, including SMS messages (including text messages), calls using pre-recorded messages or artificial voice, and calls and messages delivered using auto telephone dialing system or an automatic texting system. You also agree that we may contact you by email, using any email address you have provided to us or that you provide to us in the future. We may listen to and/or record phone calls between you and our representatives without notice to you as permitted by applicable law. For example, we listen to and record calls for quality monitoring purposes.

14. **Credit Reporting:** In the event an Associate owes monies to the Broker, the Broker is authorized to report information to the national credit reporting bureaus including but not limited to Experian, TransUnion, Equifax.

15. **Broker Price Opinions (BPO):** Associate must have a Broker's approval in writing to perform Broker's Price Opinions (BPO). Upon performing this service, the agent is permitted to receive checks directly from the company for which the BPOs are submitted.

16. **Property Management:** Broker does not allow the Associate to provide any property management services to its customers or clients. Associate acknowledges the Broker does not carry licenses and/or insurance that may be required by local, state or federal law. Associate is completely liable and hereby agrees to indemnify and hold harmless the Broker for any and all costs and/or damages, including legal fees to Broker and/or Consumer / Client if any issues arise relating to property management services.

17. **Mutual Representations and Warranties:** Both Broker and Associate represent and warrant that each Party has full power, authority and right to execute and deliver this Agreement, has full power and authority to perform its obligations under this Agreement. and has taken all necessary action to authorize the execution and delivery of this Agreement. No other consents are necessary to enter into or perform this Agreement.

18. **Affiliates & Vendors:** Associate fully understands that they are free to use and obtain the products and services offered by Affiliates and any Vendor party at any time the Broker might offer, and further understands that Broker will not be involved in the dealings, serve as a medium and/or server as a communicator between Associate or Affiliates / Vendors in any way or at any time. Associate hereby accepts and assumes all such risks, known and unknown, assumes all responsibility, and releases Broker from all liability dealing with affiliates / vendors, and any relationships and agreements between Associate and affiliates / vendors.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

State of Florida
Department of Business and Professional Regulation
Florida Real Estate Commission
Change of Status for Sales Associates and Broker Sales Associates
Form # DBPR RE 11

Check the box for the relevant transaction in Section I and complete the applicable additional section(s) only. Leave the sections that are not relevant to your desired transaction blank. If you have any questions or need assistance in completing this form, please contact the Department of Business and Professional Regulation, Customer Contact Center, at **850.487.1395**.

For additional information see Instructions at the end of this form.

Section I – Transaction Types

TRANSACTION TYPES	
<input type="checkbox"/> Add Employee [3020]	<input type="checkbox"/> Become Inactive [4020]
<input type="checkbox"/> Terminate Employee [4020]	<input type="checkbox"/> Change Employer [9007]

Section II – Associate Information

ASSOCIATE INFORMATION			
License Number:			
Last/Surname	First	Middle	Suffix
Primary Phone Number	Primary E-Mail Address		

Section III – Broker or Company Information

COMPANY INFORMATION			
Last/Surname (Qualifying broker)	First	Middle	Suffix
License number of real estate company:			
Name of real estate company:			
Primary Phone Number	Primary E-Mail Address		
Signature of qualifying broker that is adding or terminating employee:			

Section IV – Affirmation By Written Declaration

AFFIRMATION BY WRITTEN DECLARATION	
<p>I certify that I am empowered to execute this application as required by Section 559.79, Florida Statutes. I understand that my signature on this written declaration has the same legal effect as an oath or affirmation. Under penalties of perjury, I declare that I have read the foregoing application and the facts stated in it are true. I understand that falsification of any material information on this application may result in criminal penalty or administrative action, including a fine, suspension or revocation of the license.</p>	
Signature:	Date:
Print Name:	