

# **Agent Profile**

Name:	D.O.B.	SSN/EIN #	
Drivers Lic. #	R/E Lic #	Renewal Date:	
Cell Phone:	Email:		
Home Address:			
City:	State:	Zip Code:	

## **Real Estate Experience**

Licensing Date:	RE Board					
Current Agency:						
I DO HAVE experience with Transaction De	esk No	Yes				
Have you completed a RE Training Program If yes, which Agency?	n No	Yes				
Amount of RE Transactions in the last 24 n	nonth: Sales	Rentals				
Certifications:						
Other Licenses:						
Other Industry Related Experience:						
https://www.urgfl.com/our-offices/ Primary URG Office Choice:						
Who can we thank for referring you to the URG team?						
Who is a real estate professional that you recommend join our United Realty Group Family?						
Name:	Phone:					

Please include a copy of your driver's license. Thank you!



#### POLICY AND PROCEDURES MANUAL

This policy manual has been developed to assist our Agents in performing their respective duties and clarify the Company's responsibilities to our Agents. It is important that our Agents continue to remain informed as to Company policies and procedures and for that reason Agents will be notified by email of pertinent changes or Company updates, so it is critical that email is checked frequently. If for some reason an Agent is not receiving regular email from United Realty Group, please contact us so that we may update our records accordingly.

**Independent Contractors:** All Agents are independent contractors and are responsible for all their own business expenses such as advertising, business cards, yard sign installation cost, lock boxes, open house signs, etc. In the event the Company incurs any expense on behalf of the Agent, the Agent agrees to reimburse the Company immediately upon presentation of any invoice.

**Office Facilities:** The Company will strive to provide adequate office space whenever possible to all Agents, and Agents will be permitted to use copy machines, fax machines, computer stations, phones, conference rooms, and receptionist at no additional charge to Agent. Desk space is neither assigned nor guaranteed and may be shared by many Agents on a first come basis. It is expected that Agents have a home office where they may be able conduct their business.

**Office Key and Alarm Policies:** Please treat our offices as you would your own home and respect our facilities. Office access is available to all Agents 24/7; however, please adhere to the following regulations:

- 1 You must lock and secure all office doors if you are the last to leave.
- 2 You must turn off all the lights.
- 3 Re-set the alarm system (when applicable)
- 4 You accept responsibility for any loss or theft due to negligence.
- 5 There is an office key fee of \$55 should you want a key. Upon termination, the key must be returned.

**Transaction Coordinators** are responsible for document compliance and quality control on all sales, rentals, and listings. It is their responsibility to ensure that all real estate files are properly documented and fully executed. Transaction Coordinators require files be submitted to them (by email, or in person) in a timely fashion, typically within 3 business days of execution. Please make sure your files are legible and State compliant and follow URG guidelines as referenced on the "Required Documentation Checklist". Delays in providing timely paperwork may result in fines and penalties to the Agent.

**Listings:** Agents are responsible for turning in complete listing files and supporting documentation within three business days of execution to the Transaction Coordinators.

These files must be submitted through the Lone Wolf Desk Platform.

1 - Protected listings: The Agent is assured of receiving all incoming inquiries from either buyers or other Realtors. No other Agent will interfere with your listing contacts. All calls are immediately forwarded to the Agent.

- 2 The minimum listing term of all listings accepted is 3 (three) months.
- 3 The minimum co-op commission when offered on the MLS is 2% to the co-op Agency.
- 4 Listing commissions are negotiable. Refer to Commissions paragraph for specifics.
- 5 Upon termination, Agents may take their Active listings not under contract with them to their new company.

6 - Agents are responsible for the cost of yard sign installation and may be billed directly by the sign installation company. Invoices must be paid promptly to insure non-disruption of services.

**Commissions:** United Realty Group strives to pay commissions in a timely fashion to our agents, but Agents must make sure that the files are complete and legible. Missing documentation may delay compensation. In general, commissions will be paid within 5 (five) business days of the date that the Transaction Coordinator receives the final documents including the closing statement and check(s) payable to United Realty Group (and the file is complete).

1 - **Negotiated Commissions:** The Company realizes that from time to time the Agents may be required to negotiate the real estate commission due to competitive market conditions. This is perfectly acceptable and does not require prior URG approval. Agents are not permitted to advertise in any way that the Company is willing to discount or reduce commissions.

2 - **Personal Transactions** are not exempt from paying the Company for any commissions due or transaction fees. However, the Agent may receive a credit for their commission at closing, with prior authorization from the Transaction Coordinator.

**Escrow:** United Realty Group does not maintain an active escrow account for Real Estate sales and purchases. Please ask your buyers to make their escrow checks payable to any other third party of choosing (attorney, Escrow Company). Although United Realty Group is not holding escrow, Agents are still responsible for assuring that all escrow deposits are made in a timely fashion. All initial deposits must be submitted for deposit by the next business day and all additional deposits must be submitted according to the date specified in the sales contract. Agents must forward copies of all escrow checks to the Transaction Coordinator. Failure to follow correct procedure will result in severe consequences.

United Realty Group maintains errors and omissions insurance for the purpose of defending both the Company and the Agent. However, the Agent is also responsible to defend any legal, administrative, state, federal, or agency actions brought against United Realty Group with regards to any real estate transaction where the Agent was involved. If the Agent does not make defense and United Realty Group is the defendant, the Agent is responsible for all losses including, but not limited to, attorneys fees.

**Commission Defense:** If URG is required to defend a real estate commission due United Realty Group, URG will be compensated at an hourly rate of \$75 per hour for each hour expended in Court and/or depositions. Furthermore, Agent will be fully responsible for any legal and filing fees.

**Confidentiality:** All Company information is considered proprietary and strictly confidential and should not be duplicated for the purpose of distribution to third parties.

**Solicitation:** Agent will not directly solicit, market, or recruit for any reason whatsoever any other agent within the United Realty Group organization during this agreement or for a period of five (5) years after the termination of this agreement.

**Returning Agents:** If the Agent makes the choice to return to the Company after having left for an unspecified period of time, the Agent may be required to interview prior to rejoining the Company. The interview must take place between the Corporate Director of Recruitment and the returning Agent.

#### Code of Ethics and Standards of Practice of the National Association of REALTORS®:

I have read and agree to abide by the Code of Ethics and Standards of Practice of the National Association of REALTORS®.



#### INDEPENDENT CONTRACTOR AGREEMENT BETWEEN BROKER AND ASSOCIATE

Florida Association of Realtors®

United Realty Group Inc ("Broker") is licensed as a real estate broker in the State of Florida and performs acts designated within Chapter 475, Florida Statutes, 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	Sales Associate (license number SL/BL	)
Broker Associate (license n	umber BK	) in the State of Florida and is prope	rly qualified to deal with the public as such.	
Effective	("effective date"), Br	oker and Associate agree to associate	e pursuant to the following terms and conditions.	

- Employment Status. Broker retains Associate as an independent contractor to assist Broker in the performance of real estate-related activities. 1. 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 venture, 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.
- Associate Responsibilities. Associate will use his/her best efforts to procure real estate-related business for Broker and will conduct his/her 2. 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, if any.
  - A. Compliance. Associate recognizes and acknowledges the obligation to keep abreast of all legal and other issues that affect the real estate industry as they may change from time to time. Associate will not commit any act that violates Florida real estate license law.
    - (1) Fair Housing. Broker and Broker's 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.
  - B. License Renewal; Continuing Education; Dues. Associate will be responsible for timely renewing Associate's real estate license and for completing all legally required continuing education in a timely manner and maintaining the records that evidence such completion as required by the Florida Real Estate Commission. Associate will be responsible for paying all license fees, membership dues and fines.
  - C. Broker Supervision. Associate will be deemed to be working under Broker's supervision only to the extent required by Chapter 475, Florida Statutes. Associate will perform all activities, including those activities Broker requires Associate to perform, independently without Broker's supervision or control.
  - D. Broker Property. Associate acknowledges that all pending sales and listings taken during the term of this Agreement are Broker's property. All programs, forms, data, keys, manuals, signs, and other paraphernalia relative to the business of Broker are Broker's property, as are all documents and other items pertaining to transactions.
  - E. Property of Others. In accordance with Florida law, Associate will deliver to Broker by the end of the next business day following receipt following receipt any funds or other items that a consumer has entrusted to Associate in connection with a real estate transaction.
  - F. 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 the **Broker's** name. Associate is responsible for providing all tools necessary to perform the duties outlined. Associate will also be responsible for transportation expenses including insurance in the minimum coverage amount of \$100,000.00 for personal injury protection liability and insurance in the minimum coverage amount of \$300,000.00 for bodily injury liability and insurance in the minimum coverage of the amount of \$5,000.00 for property damage liability and other expenses incidental to performing Associate's duties without receiving any reimbursement from **Broker**. Broker will be named as an additional insured in all such policies.
  - Indemnification. Associate will indemnify and hold Broker, its officers, directors, and employees harmless from all claims, demands, G. 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, this Agreement or office policy manual.

#### Broker Responsibilities. 3.

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. Revised 10.21.22

- **B.** Access to Facilities. Associate may utilize Broker's then existing office facilities for the performance of Associate's duties as described above.
- C. Compensation. Broker will negotiate all terms and conditions of fees charged clients 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 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 for such service, Broker will pay Associate within 5 (five) business days after the funds are collected and have cleared:

\*100% of the commission with a \$299 transaction fee for Residential Sales

\*100% of the commission for the first \$50,000 with a transaction fee of \$ 299, commission over \$50,000 will have an additional fee/split of 5%, for Commercial Sales.

- (2) 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.
- (3) Incentives. If a seller or listing office offers a premium, bonus, or incentive, if such premium, incentive or bonus is in the form of money, then Associate will receive the same commission split as stated above. If such incentive is other than money (i.e., a cruise, trip, or other matter having economic value but not delivered in money), then such premium, bonus or incentive will go to Associate. If a nonmonetary incentive goes to Associate, Broker will report the fair market value of the incentive as income to Associate, as Broker must collect and deliver the incentive to Associate to preserve the respective legal positions of the parties.
- (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 pay Associate any amount earned prior to termination less amounts owed to Broker and amounts Broker must pay another licensee to complete pending transactions for which Associate was responsible prior to termination.
- 4. Errors and Omissions Insurance. Associate will pay \$18.00 per side of their transaction for Errors & Omission coverage for Residential Sales and Residential Rentals. Associate will pay \$100.00 per side of their transaction for Errors & Omission coverage for Commercial Sales and Commercial Leases.
- 5. Term; Termination. This Agreement will be in effect for 10 years from effective date. Either party may terminate this Agreement by 1 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 Chapter 475, Florida Statutes, 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.
- 6. Confidentiality. Associate acknowledges that Broker may disclose confidential information to Associate during the course of this Agreement. Any such information that is or should be reasonably understood to be confidential or proprietary to Broker, including mailing lists, customer and client lists, sales, costs, unpublished financial information, product and business plans, projections, marketing data, computer data, computer programs, and supporting documentation, and Broker's office policy manual, if any, are considered confidential property of Broker. Associate will take reasonable steps and use due care during the term of this Agreement and for 12 months after its termination to prevent the duplication or disclosure of confidential information, other than by or to Broker's employees or agents who must have access to the information to perform their duties for Broker.
- 7. Dispute Resolution. This Agreement will be construed under Florida law. 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 with to recover reasonable attorneys' fees and costs at all levels, unless the following box is checked: X Arbitration: Any dispute not resolved by mediation will be settled by neutral binding arbitration in accordance with the rules of the American Arbitration or other arbitrator agreed upon by the parties. Each party to any arbitration or litigation (including appeals and interpleaders) will pay its own fees, costs, and expenses, including attorneys' fees at all levels, and will equally split the arbitrators' fees and administrative fees of arbitration.
- 8. Additional Terms. There is a \$299 transaction fee on all Residential sales transactions (per side represented), and \$299 transaction fee on all Commercial sale transaction (per side represented). Rentals and referrals have a transaction fee of 10% of the commission earned with a minimum of \$100 and a maximum of \$299 (per side represented). All other miscellaneous commission checks not falling into the previously mentioned categories have a \$55 check handling fee. Upon termination, Associate will be entitled to any pending commissions. If Associate should abandon any pending transactions, United Realty Group will retain 25% of the commission to close out the pending transaction. Associate will not directly solicit, market, or recruit for any reason whatsoever any other Associate within the United Realty Group organization during this agreement or for a period of five (5) years after the termination of this agreement.

## Request for Taxpayer Identification Number and Certification

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

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.				
	2 Business name/disregarded entity name, if different from above				
n page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check onl	y <b>one</b> of the	4 Exemptions (or certain entities, n instructions on p	not individual	
Print or type. See Specific Instructions on page	Individual/sole proprietor or C Corporation S Corporation Partnership single-member LLC	Trust/estate	Exempt payee co	de (if any)	
Print or type ic Instruction	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. If LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner ow	Do not check	Exemption from I	-ATCA repor	ting
Specifi	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 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.				
See	Other (see instructions) > 5 Address (number, street, and apt. or suite no.) See instructions.	uester's name a	nd address (optio		
Par	6 City, state, and ZIP code				
ı aı		Social sec	urity number		
	7 List account number(s) here (optional)				
	Taxpayer Identification Number (TIN)				
backu reside	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid up withholding. For individuals, this is generally your social security number (SSN). However, for a ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other es, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i> hater.	or	-	-	
	If the account is in more than one name, see the instructions for line 1. Also see What Name and		dentification nu	mber	

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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

*Number To Give the Requester* for guidelines on whose number to enter.

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.

	U.S. person ►	Date P
Sign Here	Signature of	Date ►

## **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**

0:....

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)

Cat. No. 10231X

- 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.

Form **W-9** (Rev. 10-2018)

#### 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

 Add Employee [3020]
 Become Inactive [4020]

 Terminate Employee [4020]
 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	
BROWNELL	PAUL	Ν		
License number of real estate company: CQ1023517				
Name of real estate company: UNITED REALTY GROUP INC.				
Primary Phone NumberPrimary E-Mail Address954-450-2000PBROWNELL@URGFL.COM				
Signature of qualifying broker that is adding or terminating employee:				

#### Section IV – Affirmation By Written Declaration

#### AFFIRMATION BY WRITTEN DECLARATION

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.

Signature:

Date:

Print Name:



## **Quick Start Guide**

**Escrow Checks** are handled as follows:

- Sales Checks are payable to South Florida Title Associates
- Rentals Checks are payable to United Realty Group (Cashier's check and Money orders only)

All sales, rentals and referral files are to be turned in to our accounting department through the **Transaction Desk** platform.

- Agents with the Miami Association of Realtors have access to Transaction Desk through the Gateway Dashboard.
- Agents with the Broward/ Palm Beaches/ St. Lucie Realtors (The Beaches) have access to Transaction Desk through **Realtor Dashboard.**

## Up-to-date information is sent through Constant Contact.

## South Florida Title Associates- Required Documents

- ★ Sales Recap Sheet
- ★ Contract/Offer
- ★ Addenda to Contract/Offer
- ★ All other documentation to the Contract/Offer

If you have Broker specific questions about your transactions, please contact your:

## **Co-Directors of Operations:**

Gus Grasso <u>ggrasso@urgfl.com</u> | 954.594.0661 Danny Escalante <u>descalante@urgfl.com</u> | 954-299-8546

Qualifying Broker: Paul Brownell <u>pbrownell@urgfl.com</u> | 954.868.8662