



**REAL ESTATE  
SALES REPRESENTATIVE  
AGREEMENT**

**Legacy Lifestyles LLC**  
**Asheville Real Estate Connection**  
2153 Brevard Road  
Arden, NC 28704

**Legacy LIFESTYLES LLC**  
**REAL ESTATE SALES REPRESENTATIVE AGREEMENT**

**THIS U.S. SALES REPRESENTATIVE AGREEMENT** (the “Agreement”) is to be effective the date signed below, by and between **Legacy LIFESTYLES LLC**, doing business as **Asheville Real Estate Connection**, located at 2153 Brevard Rd, Arden, NC 28704, and Sales Representative.

**RECITALS**

Sales Representative has been issued a real estate (Sales Representative’s/Broker’s) license by this state and desires to enter into this Agreement with **Legacy Lifestyles LLC (“Legacy”)**..

**NOW, THEREFORE**, in consideration of the promises and covenants contained in this Agreement, it is agreed as follows:

**1. INDEPENDENT CONTRACTOR STATUS**

Sales Representative is retained by **Legacy** as an independent contractor.

Sales Representative shall devote to **Legacy** the portion of Representative’s time, energy, effort and skill as Sales Representative sees fit to meet the standards set forth by **Legacy**. Sales Representative shall not have mandatory duties or responsibilities, except those required by state law and those specifically outlined in this Agreement. Nothing contained in this Agreement shall be regarded as creating any relationship, such as joint venture, partnership or shareholder, between **Legacy** and Sales Representative.

Sales Representative acknowledges that as an **independent contractor** (non-employee) affiliated with **Legacy**, Sales Representative is responsible for the payment of all Sales Representative’s own federal income taxes and self-employment taxes (FICA) together with any and all corresponding state, county and local taxes, if any, and Sales Representative agrees to meet those responsibilities. Sales Representative waives any claims Sales Representative has or may have against **Legacy** now or in the future related to taxes or the right of **Legacy** not to withhold, pay or contribute to taxes on behalf of Sales Representative.

**2. SALES REPRESENTATIVE RESPONSIBILITIES**

- a) General Responsibilities. Sales Representative shall obtain listings and/or other real estate related service contracts, solicit purchasers for all types of interests in and to real estate or for related services. Any and all listings of real estate or of any interest in real estate and all other real estate related service contracts shall be taken in the name of **Legacy**. The listings and other real estate related service contracts shall be submitted by Sales Representative to **Legacy** immediately, and shall become and remain exclusive property of **Legacy**.
- b) Fees and Commissions. All fees and commissions earned in connection with the sale, lease or rental of real estate and any interest in or service related to real estate under **Legacy** are made payable to **Legacy**. The fees may be jointly shared by Sales Representative with one or more sales representatives under contract with **Legacy** or with one or more cooperating real estate sales representatives or brokers not associated with **Legacy** as the parties may agree in writing, provided, however, Sales Representative shall promptly notify **Legacy** in writing of the terms of the sharing arrangements. All payments of referral fees and shares of commission, shall be in compliance with

applicable law, shall be made by **Legacy** and monies withheld for that purpose from commissions received by Legacy.

- c) Personal Expenses. Sales Representative shall be responsible for all personal expenses, including, but not limited to, automobile, travel, disability and other insurance, entertainment, food, lodging, license fees and dues, marketing expenses, including business cards, yard signs and lockboxes, all income taxes, self-employment taxes, which result or may result from being licensed, engaged in the real estate business and/or associated with **Legacy**. At the time this Agreement is signed, Sales Representative shall complete and deliver to **Legacy** an IRS Form W-9.
- d) Compliance with Laws. Sales Representative shall comply with all laws, rules and regulations, including, but not limited to, those relating to real estate brokerage.
- e) Quality Control. Sales Representative shall abide by the quality controls and safeguards established or enacted by **Legacy**. Sales Representative agrees to do everything possible and required to protect and maintain the highest ethical standards in the conduct of Sales Representative's real estate business. Sales Representative shall maintain Sales Representative's personal appearance and the appearance in a clean and orderly manner. Sales Representative shall always maintain a professional profile on any web or social media sites. The Sales Representative shall provide dependable, efficient, courteous, high quality and professional real estate services to the public, of the same high quality and integrity as other brokers and sales representatives affiliated with **Legacy**, in order to create and maintain goodwill among the public for the entire Legacy System. Sales Representative shall strictly observe the most current operating procedures established by **Legacy** from time to time.
- f) Duty of Loyalty. Sales Representative shall act under a duty of loyalty in support and in furtherance of the Legacy System and shall maintain a proper attitude toward the public, **Legacy** and **Legacy** Sales Representatives. Sales Representative shall not engage in any acts or activities that may disrupt or discredit the Legacy System, its operations or **Legacy**, or that may detract from or tend to undermine the growth of the **Legacy** organization.
- g) Restrictions on Subsequent Business Activity. Sales Representative shall refrain from all representations, advertisements, actions and business activities that may mislead others to believe he or she is still part of, affiliated with or sponsored in some way by **Legacy** if that is not the case. Sales Representative shall not adopt or use in connection with, or in the name of, any subsequent real estate business the term Legacy or any term confusingly similar to the term or any other term which may have the effect of creating confusion or question regarding his or her affiliation with the Legacy organization.
- h) Information and Confidential Information. As used in this Agreement, the term "Information" means all information, including without limitation, all of the **Legacy**'s financial information, employee lists and data, records and files, customer and prospective contact lists, requests for quotes, quotes, contracts of any nature, corporate procedures, sales plans, programs, materials, manuals, rosters, forms, brochures and other training, listing, sales and marketing materials of **Legacy** and any information used or compiled by Sales Representative and any other information written or oral made known to Sales Representative by or on behalf of **Legacy** or any customer of **Legacy**.

All Information shall be considered "Confidential Information," except Information which (i) was or becomes publicly known without disclosure by Sales Representative, or (ii) was or is acquired from a third party provided that the third party in providing the Information has not breached any agreement with, or acted in derogation of, any confidential relationship with **Legacy**.

- i) Non-Disclosure of Confidential Information. Sales Representative agrees that he or she will not, either during the term of his or her relationship with **Legacy**, and for a period of ten years following termination of his or her relationship with Legacy, divulge, disclose or communicate to any person or entity other than **Legacy**, or use to the detriment of **Legacy** or for the benefit of any other person or entity, or misuse in any other way, any Confidential Information. For any Confidential Information that consists of trade secrets, the non-disclosure obligations shall remain in effect so long as the Confidential Information continues to be treated as a trade secret under applicable law. Sales Representative shall exercise utmost diligence to protect and guard all Confidential Information of **Legacy**.
- j) License. The Sales Representative shall maintain a valid real estate broker's or sales representative's license under state law, as well as membership in good standing in the local Board of Realtors having jurisdiction over the region where Sales Representative performs his or her services. Sales Representative shall abide by all of the rules and regulations of each local Multiple Listing Service (MLS) in which **Legacy** participates. Sales Representative shall abide by all national, state and local laws governing real estate transactions and the rules of ethical conduct established by the National Association of Realtors, local Board of Realtors, and any other real estate board having jurisdiction over Sales Representative.

Sales Representative shall follow all procedures and use all disclosure statements, business contracts and other forms prescribed by **Legacy**.

- k) Insurance. Sales Representative shall acquire and maintain, at all times during the term of this Agreement, at Sales Representative's own expense, the following:
- i) Automobile Liability Insurance to cover business use of Sales Representative's vehicle (which coverage may be added by Sales Representative to his or her existing automobile insurance policy) in the face amount of at least \$1,000,000.00 combined single limit of liability; or bodily injury liability insurance having limits of at least \$250,000.00 for any one person and \$500,000.00 for more than one person arising out of a single accident, or higher amounts as required by state law.
- ii) Errors and Omissions Coverage in an amount of at least \$1,000,000.00. The insurance shall be structured to protect Sales Representative against any liability that may arise in connection with the operation of his or her business as a real estate sales representative. Sales Representative agrees to participate in errors and omission insurance whenever facilitated as group coverage by **Legacy** and to maintain at representative's expense such coverage.
- l) Turnover of Funds. All funds received by Sales Representative relating, directly or indirectly, to Sales Representative's responsibilities under this Agreement shall immediately be turned over and delivered to **Legacy**. Sales Representative shall, in no circumstances, endorse or negotiate on behalf of **Legacy**, any such check or instrument.

### 3. REMUNERATION

- a) Generally. Sales Representative will be paid at the **Legacy** standard commission rate outlined in Schedule A hereto.
- b) Disbursement. Any monies received on account of commission by Sales Representative from any trade in real estate conducted by the Sales Representative, shall be held by **Legacy** in trust and **Legacy** shall disperse in a timely fashion directly to the Sales Representative commission due to the Sales Representative in connection with the Transaction Record document completed at the time of closing the transaction.

- c) Deduction of Fees and Charges. Sales Representative irrevocably directs **Legacy** to deduct from any commissions payable to Sales Representative, the amount of any indebtedness owed to **Legacy**, as outlined in this Agreement.

#### 4. TERM/TERMINATION

- a) Initial Term and Renewal. The term of this Agreement shall be for a period of 1 year from the date signed below. This Agreement will automatically be renewed for further periods of 1 year, unless terminated in writing by either for any reason.
- b) Termination Without Cause. Either party may terminate this Agreement without cause, on giving not less than 30 days written notice to the other party.
- c) Termination for Cause. If Sales Representative fails to comply with the terms of this Agreement, this will be considered cause for **Legacy** to terminate this Agreement immediately.
- d) Post Termination Commission and Charges. If this Agreement is terminated before a transaction from which Sales Representative is otherwise entitled to a commission is closed, **Legacy** may deduct 50% of the commission which would otherwise have been payable to Sales Representative out of the transaction for services rendered by **Legacy** to complete the transaction.

#### 5. LIABILITY AND INDEMNIFICATION

**Legacy** shall not be liable to Sales Representative for any expenses incurred by Sales Representative, nor shall Sales Representative have authority to bind Legacy by any promise or representation, unless specifically authorized in advance and in writing by **Legacy**.

Sales Representative shall indemnify and hold harmless **Legacy**, and its officers, directors, employees and assigns from all costs, damages, fines, levies, suits, proceedings, claims, actions or causes of action of any kind and of whatsoever nature, including but not limited to all court costs, litigation expenses and attorneys' fees arising from, growing out of, or incurred in connection with or incidental to Sales Representative's activities. Maintenance of any insurance required by this Agreement shall not relieve Sales Representative of liability under this section. The terms of this section shall survive the termination of this Agreement.

#### 6. TRADEMARK USE PRIVILEGE

- a) Authorization. **Legacy** authorizes Sales Representative to use on Sales Representative's business card, letterhead, yard signs and other real estate materials approved by Legacy, the logo and name of **Legacy and/or Asheville Real Estate Connection**. Sales representative is not authorized to form a legal entity that incorporates the word "Legacy" or phrase "Asheville Real Estate".
- b) Use Requirements. Sales Representative's privilege to use the marks, and the privilege to use **Legacy and/or Asheville Real Estate Connection** yard signs, "SOLD" signs, business cards, promotional material, letterhead, and any other item which bears such marks or bears any other distinguishing characteristic of the **Legacy** organization, is contingent upon:
- i) Sales Representative's observance of and adherence to the standards of proper use and guidelines promulgated and from time to time amended only by **Legacy**;
  - ii) Sales Representative's adherence to and satisfaction of professional performance standards and service quality controls promulgated and from time to time amended by **Legacy**; and

- iii) Sales Representative's continued affiliation with **Legacy** under this Agreement or any successor to this Agreement.
- c) Acknowledgment. Sales Representative acknowledges that **Legacy** is the exclusive owner of all right, title and interest in and to the name and logo, and agrees that all use of same by Sales Representative shall inure exclusively to the benefit of **Legacy**.
- d) Approval Required. Sales Representative must have approval of **Legacy** before securing any web domain name that incorporates **Legacy**. Legacy domain names are not permitted to have derogatory expressions, nor may they represent the Sales Representative as having greater rights to the use of the name than permitted in the day-to-day business of selling real property.

## 7. MISCELLANEOUS PROVISIONS

- a) Attorney's Fees. If **Legacy** is required to employ an attorney to enforce any of the provisions of this Agreement, or to institute legal proceedings incident to the enforcement, Sales Representative shall pay, in addition to all other sums to which Sales Representative may be found liable, all attorneys' fees, court costs and litigation expenses incurred by **Legacy**.
- b) Notices. All payments and communications which may be, or are required to be, given by Sales Representative or **Legacy** to the other of them, shall (in the absence of any specific provision to the contrary) be in writing and delivered to Sales Representative or **Legacy** by electronic device with receipt thereof, or at the principal address of **Legacy** or the last home address of the Sales Representative that appears in the records of **Legacy**. Delivery may be made by prepaid first-class mail. Any payment or communication so delivered shall be deemed to have been received at the time of delivery or mailing, as the case may be.
- c) Entire Agreement. This Agreement constitutes the entire agreement between **Legacy** and Sales Representative for the retention of the services of Sales Representative by **Legacy** and supersedes all prior agreements in that regard. It may be changed only by an agreement in writing signed by **Legacy** and Sales Representative.
- d) Waiver. No waiver of any breach of any condition or provision of this Agreement shall constitute a waiver of any subsequent breach.
- e) Severability. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be valid to the fullest extent permitted by law, and independent of every other provision of this Agreement.
- f) Cumulative Remedies. No remedy conferred upon or reserved to Sales Representative or to **Legacy** shall exclude any other remedy existing at law or in equity or by statute, but each shall be cumulative and in addition to every other remedy given now or hereafter existing.
- g) Assignment. This Agreement is personal to Sales Representative and no rights or obligations of Sales Representative under this Agreement shall be assignable by Sales Representative. **Legacy** may assign its rights and obligations under this Agreement to any successor to the business of **Legacy** or any part of its business, and **Legacy** shall be relieved of all obligations under this Agreement arising subsequent to the date of the assignment.

The success of Sales Representative in a **Legacy** real estate service business is speculative and will depend on many factors, including, to a large extent, Sales Representative's independent business ability. Sales Representative has not relied on any warranty or representation written, printed, or oral, express or implied, as to Representative's potential success in the business venture contemplated by this Agreement.

Sales Representative acknowledges having read and understood the foregoing prior to signing it and acknowledges being in receipt of a fully executed copy of this Agreement.

\_\_\_\_\_  
Sales Representative Signature      Date

\_\_\_\_\_  
Sales Representative Printed Name

\_\_\_\_\_  
Legacy Lifestyles LLC Representative Signature      Date

SAMPLE

## SCHEDULE A

**LEGACY LIFESTYLES LLC**  
**Asheville Real Estate Connection**  
**AGENT FEES, COMMISSIONS & BENEFITS**  
(Sales Representative is referred to here as “agent”)

### MONTHLY DUES

- **\$85 per month** membership covers your business systems, E&O (errors and omissions) insurance, compliance reviews, admin fees and ongoing coaching, training and support.

### COMMISSIONS

- Agents receive 80% of their commission with a \$12,000 cap each year, then receive 90%.
- Qualified Team Leaders receive 10% of those agents they recruit and mentor.
- Provisional Agents receive 70% of their commission until provisional status is removed.
- Assigned Mentors receive 10% of the commission of Provisional Agents they are mentoring until the Provisional Agent has closed 3 deals and/or the Legacy staff feels confident personal mentoring for the Agent is no longer needed.
- All commission checks are made payable to Legacy Lifestyles LLC by closing attorney.
- Commission checks are disbursed to agents within 48 hours of the bank releasing said funds.

### BENEFIT INCLUDE:

- Real estate marketing content and drip campaigns
- Agent portal for lead tracking, nurturing and management
- Transaction tools and compliance monitoring
- Errors and omissions insurance
- Ongoing tech support and training
- Weekly Zoom calls for agent check-ins, updates and training
- Monthly coffee meetings or social gatherings with colleagues

Agent acknowledges having read and understood this Schedule A prior to signing it and acknowledges being in receipt of a fully executed copy of this Agreement.

\_\_\_\_\_  
Agent Signature

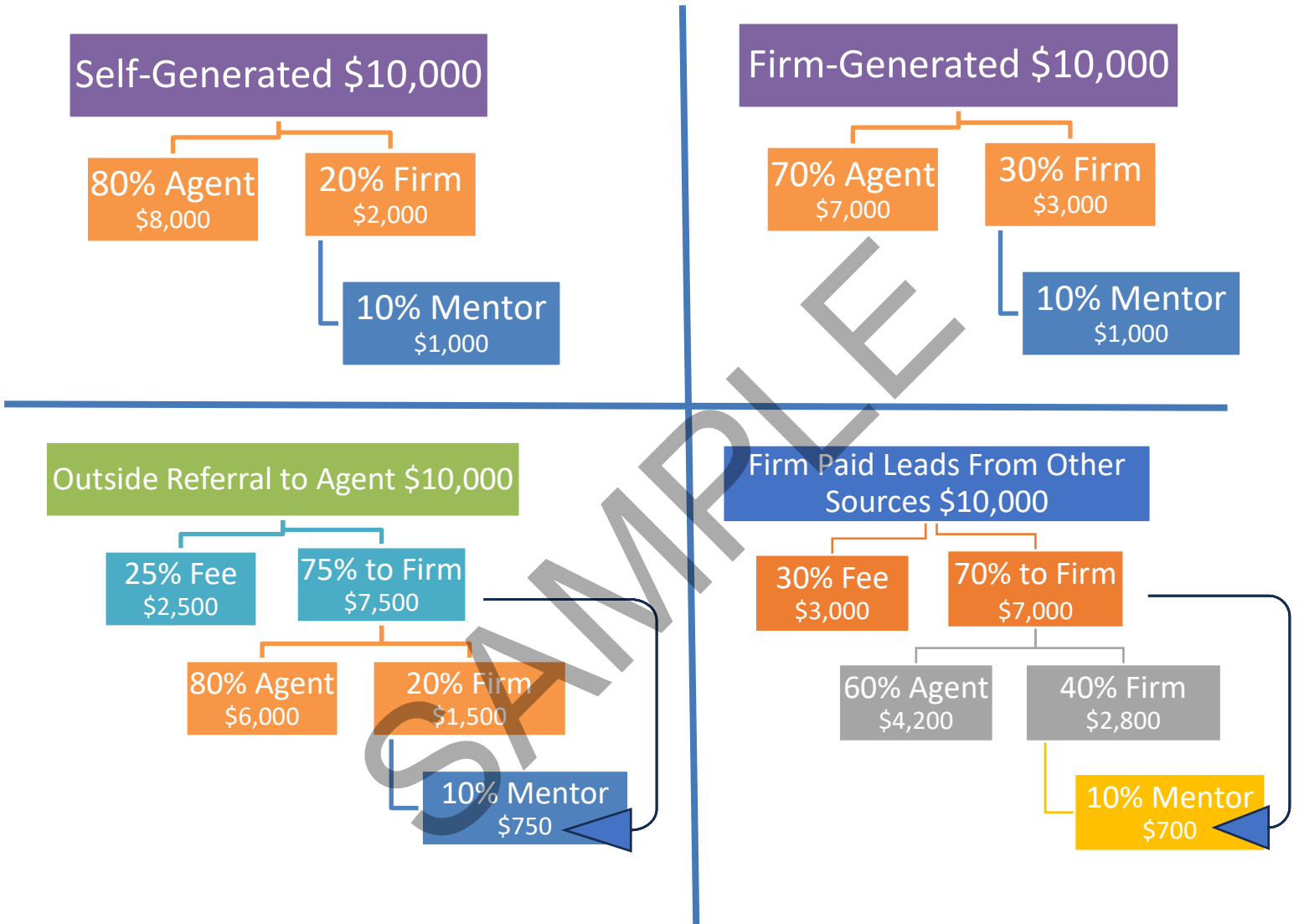
\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent Printed Name



## Legacy Lifestyle's Compensation Structure

Mentors/Team Leaders are paid 10% from the firm's share of agent's closing. Sample below is based on a closing that results in a \$10,000 check to the office.



### Agent Acknowledgement:

Agent Signature \_\_\_\_\_ Dated: \_\_\_\_\_

Printed Name \_\_\_\_\_