

## **Contract Between Key Advantage Realty LLC and Nevada Real Estate Licensee**

Key Advantage Realty LLC agrees to allow the noted Nevada Real Estate Licensee to hold an active Nevada license under its company name. While holding the license under Key Advantage Realty LLC, the noted licensee agrees to the following terms and conditions:

The company in this contract is Key Advantage Realty LLC. For the purposes of this contract, Key Advantage Realty LLC is also known as "Company" or "The Company." The broker of this company will acknowledge state application for all licensees agreeing to the terms and conditions noted in this contract.

### **THE NEVADA LICENSEE LICENSED UNDER KEY ADVANTAGE REALTY LLC AGREES TO THE FOLLOWING TERMS AND CONDITIONS:**

1. The licensee shall abide by all Nevada and Federal laws / codes governing the real estate practice.
  - a. Company will terminate the relationship with the licensee immediately if any Nevada or Federal law / code is broken or if the company determines that the licensee is a liability to the brokerage. Said determination remains the sole discretion of the brokerage. The licensee is not prorated any paid fees should such termination occur.
2. The licensee is not permitted to provide Nevada real estate information to any potential customer. The Licensee shall not provide any Nevada real estate services or information to potential customers except the direct referral of potential customers or clients to company. The Licensee will be held liable for any information supplied to any potential customers regarding Nevada real estate and any suit resulting from said prohibited interaction.
3. The licensee must pay \$100 per year for the company to honor this agreement. A fee of \$100 is payable to Key Advantage Realty LLC at the time that this contract is signed by the licensee for the first year of licensing. The fee of \$100 will not be prorated if the license is held by the company less than one year. The licensee will be invoiced for the yearly amount of \$100 by Key Advantage Realty LLC annually. If the licensee does not pay this \$100 fee within the renewal period specified on the yearly invoice, the license will be returned to the Nevada Real Estate Division and this contract is void.
  - a. The licensee may elect to pay \$210 for a lifetime membership. This membership allows the licensee to transfer in and out of the brokerage limitlessly for the life of the license. No annual fees will be payable to Key Advantage Realty LLC if this option is selected. No proration of lifetime membership fee will occur should the licensee elect to terminate this agreement.
4. The licensee must acquire all necessary business licenses required to legally obtain compensation or any such state or federal licenses required by Key Advantage Realty LLC. Licensee recognizes that the company is not an enforcement agency nor industry expert of said business license laws. The licensee is hereby notified that the following business licenses are required by current code or statute based on company location and location of business: Nevada State Business License - nvsos.gov & Clark County Business License - clarkcountynv.gov. It is the responsibility of the licensee to maintain said business licenses and any fees incurred by company as a result of the licensees noncompliance of said business license maintenance will be passed on to the licensee. Any website or contact information supplied for state agencies is done to aid the licensee only and the licensee may need to perform additional research relative to fee structure and possible exemptions of said licenses.
5. Key Advantage Realty LLC will not notify the licensee of license expiration or education required to maintain the license, it is the responsibility of the licensee to maintain such Nevada licensing records.
6. This contract may be terminated at any time by either party. If the contract is terminated, the license of the licensee will be sent to the Nevada Real Estate Division immediately. No portion of fees paid will be returned or refunded to the licensee.
7. The referral and the referral fee:

- a. The licensee licensed under Key Advantage Realty LLC may only refer potential customers on the referral form supplied by the company and in the manner specified by the company.
  - b. The licensee licensed under Key Advantage Realty LLC must keep a copy of the referral contract signed by both the licensee and the designated signor of company to honor referral.
  - c. All signatures on the referral document must be dated prior to all signatures on the Nevada duties owed contract with the referred parties name acknowledged under representation for any referral to be honored.
  - d. If the referred customer elects to facilitate a real estate transaction with the broker to whom the customer was referred to in the referral contract, the licensee referring the customer will receive 40% of the total commission paid to the broker upon close of escrow. No commission will be paid if the customer elects to purchase through a different broker other than the broker to whom the customer was referred to in the referral arrangement.
  - e. The 40% referral fee will be based on the total commission paid to the broker whom the customer was referred to excluding document control fees, bonuses and other fees external from the commission percentage stated in the contract.
  - f. Key Advantage Realty LLC is not responsible for collecting unpaid commissions from customers or any company and will not pay the licensee referring the customer unless the total commission noted in the Nevada real estate contract is paid to the broker who facilitated the referred transaction.
  - g. Key Advantage Realty LLC will only pay the referral fee to the licensee, this fee will be paid in a check format only. The referral fee will be mailed to the referring licensee. All referral fees will be paid within 15 business days of the total commission payment to the broker which the customer was referred to. Licensee must keep the Nevada Real Estate license active to be paid a referral fee. The company will retain the commission and any referral fees should the licensee let the Nevada real estate license expire.
  - h. The broker or company assignee of Key Advantage Realty LLC will choose the broker and or licensee to refer any prospective customer to. The licensee holding the license under Key Advantage Realty LLC may suggest the referral, but the decision of referral lies solely at the discretion of the broker or company assignee of Key Advantage Realty LLC.
8. Key Advantage Realty LLC may require the licensee to acknowledge future additions or amendments to this contract. The licensee will be given 10 business days to accept by signature said changes or the license will be sent back to the division.
  9. Any license sent back to division due to the inability to abide by the terms of this agreement will forfeit any referral fee not yet paid.
  10. Key Advantage Realty LLC will report all licensees as independent contractors and income paid to the licensee will be filed as such.

**Addendum – Clarification for commission structure and referral fee**  
Exhibit Designed to complement the Key Advantage Realty Licensee Contract

Section 1 -

Any licensee who hangs their Nevada Real Estate license under the Key Advantage Brokerage name may participate in New home sales or refer outside of the Key Advantage referral network. Brokerage will pay licensee 80% of the total commission received by the brokerage as a direct result of said new home sale or outside referral. This section only applies to New Home sales.

Section 2 –

Should the licensee elect to receive a referral fee wherein the referral was not administered through the referral network and the brokerage did not designate the licensee of record for the transaction, the brokerage will pay 80% of any commission received. Said 80% of any referral fee is applicable should any compensation be received by the brokerage on behalf of the licensee wherein the referral or action performed to render the referral fee was not facilitated by the referral network.

Section 2 example: Key Advantage licensee Jane Smith refers a potential client Bob Jackson to her friend who practices real estate in Nevada, a licensee named Mark Turner. Mark is not a member of the referral network nor has Mark agreed to the policies and procedures of the referral network. Key Advantage Realty receives a referral fee noting Jane as the referring licensee on a transaction wherein Mark facilitated the sale. Key Advantage will pay Jane 80% of the referral fee received.

Section 3 –

Licensees who agree to the terms and conditions allowing the licensee to represent buyers in real property purchase transactions will be paid 70% of the entire commission paid for the transaction as it pertains to the buyer's agent commission. Key Advantage Realty will retain 30% of the commission. The 30% retained by Key Advantage Realty is based off of a 3% commission rate wherein if the buyer's agent negotiates a commission less than 3%, Key Advantage will still base the retention of 30% off of a traditional 3% commission rate and the buyer's agent will be paid the balance of commission.