



A WELCOME MESSAGE FROM THE FOUNDER/CEO

We are excited to have you join The Force Realty Family!

Founded in 2004, The Force Realty was established in an effort to change the old methodologies and inefficiencies of the real estate business. Today, The Force Realty is a full-service brokerage with over 300 Innovative Professionals offering the best real estate technology and solutions available in the industry. Our agents and brokers embrace an ethical, moral and professional goal-oriented mentality that delivers results and creates long-term business relationships with our clients.

Being one of the fastest growing real estate brokerages in the Pacific Northwest, The Force Realty's success has allowed us to expand to additional markets including Nevada and California. Our entrepreneurial spirit combined with our online automation tools have allowed us to grow and retain the top talent in the industry. With our advanced technology, we are able to successfully maintain the highest level of service without raising costs.

At The Force Realty, we understand that to achieve the highest level of success in the competitive real estate industry, our associates must be given the educational and technological opportunities. We provide free continuing education classes and various specialized classes along with 1-on-1 mentoring and leads. Our online paperless office suite allows to keep costs in check, thereby providing you the freedom to focus on YOUR business.

We are committed to support YOUR business. Management and staff are always available to answer your questions online or in person! I invite you to contact me directly at Amir@TheForceRealty.com.

YOUR Success = OUR Success!

Amir Feinsilber | Founder and CEO | The Force Realty



INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20_____, by and between **Amir Feinsilber (Designated Broker/Owner)**, of **The Force Realty**, (hereinafter referred to as "Broker"), and

_____, (hereinafter referred to as "Salesman/Contractor").

The Parties recite that:

A. Broker is duly registered and licensed with the States of **Nevada, California and Washington** as a real estate broker.

B. Salesman is duly registered and licensed with the State(s) of _____

In consideration of the mutual covenants set forth below, the parties agree as follows:

1. STATEMENT OF EMPLOYMENT

Effective as of the date of this Agreement, Broker employs Salesman as a real estate Contractor.

2. DUTIES OF CONTRACTOR

Contractor agrees to work for Broker as an Independent Contractor, and not as an employee; however, Contractor understands that Broker is legally accountable for the activities of the Contractor. All costs and obligations incurred by Contractor in conducting his/her independent business shall be paid solely by Contractor, who will hold Broker harmless from any and all such costs and obligations. Contractor will act independently as to the management of his/her own expenses, such as industry association dues, licensing renewals, pagers, cellular telephones, etc., as they are incurred.

3. COMPENSATION & FEES

As commissions are earned by Broker through the efforts of Contractor, 100% of any and all such commissions shall be paid to Contractor by Broker promptly (typically within 24-48 hours) after receipt and processing, less any amounts owed to Broker, subject to the following provisions:

FEES PER TRANSACTION (on earned commissions):

• Compensation to Contractor less than \$1,500 (Referrals, Rentals, BPO's):

- 10% of gross compensation is payable to The Force Realty (subject to a minimum of \$30)

• Compensation to Contractor equal to or More than \$1,500

- \$200/Transaction fee shall be payable to The Force Realty (per closed buy/sell transaction). Contractors participating in dual representation are responsible for payment of the Transaction Fee on both sides of the transaction. An additional \$200 Transaction fee will be imposed on the gross purchase price/values for each increment or portion thereof:
 - Five hundred thousand dollars (\$500,000) of value for **residential transactions** or
 - Two hundred fifty thousand dollars (\$250,000) of value for **commercial transactions**.



As an example, if the gross purchase price of a residence sold for \$650,000, the Transaction Fee would be \$495.00 (initial 500K=\$200, next 500K=\$200 + \$95 Technology/ Document Storage Fee).

- Clients and/or Contractor are required to pay a \$95 Technology/ Document Storage Fee on each closed buy/list sales transaction. This fee is waived for any transactions involving Contractor's personal residence. This fee is not applicable to rentals, referrals, and/or BPO's. Contractor is responsible for this fee if not paid by client and fee will be deducted from Contractor's commissions earned.
- The Force Realty reserves the right to deduct any outstanding fees, dues, fines or rents from Contractors commissions that are owed.
- **MISC:**
 - In the sole discretion of The Force Realty, additional fees may be imposed on the Contractor, at any given time, due to Contractor's failure to comply with company policies, the Law, compliance statues, MLS violations, 1-on-1 training beyond that scheduled via webinars and LIVE classroom instruction, mentoring or violations of state regulations.
- In consideration of the foregoing, Contractor will pay to Broker a non-refundable annual E&O (Errors and Omissions Insurance) supplement fee of \$150 upon execution of this agreement.
- Contractor agrees to enroll in our bank automated clearing house (ACH) agreement for monthly (\$50) and annual dues (\$150 E&O) and understands that additional third party expenses will be drafted as payment is due.
- The transaction fee will be withheld by and paid to Broker out of the commissions earned by Contractor for **each transaction**. Fees are due on any transaction generated by Contractor, whether the Contractor chooses to "credit" commissions to anyone in or outside of the transaction.
- Contractor understands and agrees that because Contractor is an Independent Contractor, and not an employee of Broker, Broker will not withhold any Federal Income Tax, Social Security (FICA) or Unemployment (FUTA) taxes from Contractor's commissions paid. Contractor is personally responsible for paying any and all Federal, Social Security and other taxes, and for maintaining all expense records as required by law, and represents to Broker that all such amounts will be withheld and paid. Required B&O Taxes (State and Local) will be deducted. Contractor shall indemnify and hold Broker harmless from any liability or costs thereof.
- Office dues will be auto-debited from your banking institution on the 25th or 26th of each month for the upcoming month. A \$25 fee will be assessed on all declined payments. Unpaid invoices delinquent by more than 30 days will result in immediate termination of your license. Any third party dues billed to Broker on behalf of Contractor will be collected as required for reimbursement.

4. DURATION OF AGREEMENT; TERMINATION

This agreement may be terminated by either party upon 30 day written notice to either party unless Contractor is being terminated due to non-compliance or non-responsiveness. Should Contractor terminate this agreement within 6 months of hire date, Contractor agrees to pay a termination fee of \$250. Contractor agrees to fully cooperate with Broker to resolve any transactions, claims or disputes, which



are pending at the time or which arise after Contractor's contractual relationship with Broker terminates. Fees are due to Broker on any opened escrows. By law, any open escrows belong to the Broker. Our policy however is that any transaction (s) already in escrow will be subject to a processing fee of 25% of the total commission made payable to The Force Realty. For the purpose of this Agreement, the term "transaction" shall be defined as the recording of the deed following the sale of real estate, or the execution by all parties to a purchase agreement or lease agreement.

5. ACCESS TO LISTINGS AND OTHER INFORMATION

Broker will give Contractor access to its confidential files pertaining to listings of property, prospects for the sale of such property, and other related matters. Broker shall also furnish Salesman personal contacts with persons interested in selling or buying such property, and shall generally aid Salesman in every way possible with respect to such sales and Salesman's duties hereunder.

6. LOYALTY TO BROKER'S INTEREST

Contractor will not during the term of this Agreement be engaged in any other business activity, whether or not pursued for gain, profit, or other pecuniary advantage that is similar or in direct competition with broker.

7. NONDISCLOSURE OF TRADE SECRETS

Contractor recognizes and acknowledges that the information that will be furnished concerning Broker's customers, listings, holdings, investments, transactions, and other confidential matters constitutes a valuable, special and unique asset and trade secret of Broker's business. Accordingly, Salesman will not, during the term of his employment hereunder (or 3 years after termination), disclose any such information or any part thereof to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever.

8. WRITTEN CONTRACT AS CONSTITUTING ENTIRE AGREEMENT

This Agreement constitutes the entire contract and agreement between parties, and there are no verbal understandings or other agreements of any nature with respect to the subject matter hereof except those contained in this Agreement. Contractor/Agent agrees to abide by any future changes to this Agreement or company policies which are distributed to Contractor/Agent either by email, company web site and/or any other method in writing, taking effect as stated in the notice and when provided to the Contractor/Agent. Such amendment of this Agreement shall occur, even though this Agreement is not amended in writing with signatures of the parties. Contractor/Agent, by executing this Agreement agrees to abide by all such future changes to this Agreement upon receiving notice thereof. In the event that Contractor/Agent does not agree to such change, his/her sole remedy is to terminate this Agreement. Otherwise, any such amendment shall be deemed binding against the Contractor/Agent.

9. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

10. GOVERNING LAW



This Agreement shall be governed, interpreted and construed by, through and under the laws of the state of WASHINGTON.

11. ATTORNEYS' FEES

In the event of any legal or equitable action, including any appeals, which may arise hereunder between or among the parties hereto, the prevailing party shall be entitled to recover a reasonable attorneys' fee. Attorneys' fees shall also include hourly charges for paralegals, law clerks and other staff members operating under the supervision of an attorney.

12. SEVERANCE

The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof.

13. INSURANCE

Contractor will utilize his/her own automobile and will maintain a minimum \$100,000/\$300,000 liability and property damage insurance policy, naming Broker as a co-insured, covering any vehicles used to transport third parties or to show and inspect properties, and shall furnish a copy of said policy to Broker upon request.

13 (a). The Errors and Omissions Insurance Carrier shall be chosen at Broker's discretion. Contractor understands that he/she is responsible for the payment of the deductible amount upon request, for each Errors and Omissions claim (currently \$5,000 as of the date of this contract).

13 (b). Contractor shall immediately notify Broker of any circumstances likely to give rise to any kind of claim against Contractor and/or Broker. In the event of a claim, lawsuit or Arbitration demand which is not wholly covered by insurance, Broker may withhold from Contractor's commissions payable, an amount adequate to satisfy any amounts not covered, which Broker shall place in its Claims and Disputes Retention Account, pending settlement or other disposition of the matter. Broker may, in Broker's sole discretion, apply such sums as necessary to settle or to satisfy any such claim or award.

14. LOANS

Agents may not represent themselves on their own loans at any time! If using one of our preferred lenders, please be sure to fill out the necessary disclosure form posted within the Contact Management Software.

15. FILE PROCEDURES AND DUES

Complete office files should be uploaded into the system or turned in to our coordinator for processing 3-5 days prior to closing for audit. Files must be complete, with the exception of the final closing statement (HUD) which usually comes with escrow's closing statements.

FILE SUBMISSION POLICIES AND LATE FEES:

Files must be completed by the closing date. All files must be uploaded to our paperless system within 3 business days of opening escrow to avoid late fees. They are considered "late" if they are incomplete or turned in 3 business after escrow was opened. Under such circumstances, you will incur an initial penalty fee of \$50 and \$25 per day thereafter until the file is uploaded and/or completed for final auditing. For a complete step-by-step guide on utilizing our paperless document



management system, please visit our online webinars or attend our next scheduled training class.

Any documentation that cannot be obtained requires a paper (and digital) trail of your attempts to get it. Paper trail must include copies of written correspondence and a fax confirmation requesting items from the Broker of an agent/office refusing to provide proper documentation. A letter from the Broker stating their refusal should be obtained. Always keep a digital conversation log in the software to further document your transaction whenever possible.

Once files are complete, commission checks will be paid within 3 business days from receipt of the final document turned in via Direct Deposit only. Contractor should keep a copy of files for future reference. Once audited, "closed" files are no longer available for you to work with but may be accessed for viewing purposes only.

TEAMS POLICY:

Many of you have formed teams and we encourage you to do so. Please remember that if a "new" agent joins your team, they must be approved by the broker and must be under your direct supervision at all times. All agency disclosures must include the names of each team member.

16. HEADINGS

The paragraph headings contained herein are for convenience of reference only and are not to be used in the construction or interpretation hereof.

17. SOCIAL MEDIA POLICY AND MARKETING

Contractors who use the internet or social networking sites to promote themselves or their business are also representing The Force Realty. This policy is intended to cover any conduct that reflects adversely upon Broker or Brokerage. Whether it is a personal website, email, participation in email discussion groups, social network sites or use of any other internet tools, there are certain standards that must be upheld.

- Name/Logo of Brokerage displayed prominently (2 font sizes larger than Contractor Name)
- Name/Logo displayed prominently on each page
- Address of the Brokerage office with which you are affiliated
- Phone/Fax/Email of the Brokerage office
- Name of the Agent responsible for the website
- State of Licensure
- Any other requirement mandated by state/local regulation

Approved business card, signs and logos may be found within the company store within the paperless office. You agree not to modify the company logo and agree to submit all artwork for approval if not using our pre-approved templates to:

Support@TheForceRealty.com



AGENT/CONTRACTOR INFORMATION

Contractor Name: _____

Previous Employer: _____ YRS in RE: _____

Reason for leaving: _____

Do you have any pending law suits? ____ Y or N? Please Explain: _____

Home Address: _____

Mailing Address (If different): _____

City _____, State _____, Zip _____

Email(s): _____

Email(s): _____

Home Phone: (____) _____ - _____ Business/Cell #: (____) _____ - _____

R.E. License #: _____ Exp. Date: _____

Date of Birth: ____/____/____ SSN/EIN #: _____ - _____ - _____

Spoken Language(s): _____

Website: _____

Referred By: (if any) _____



Direct Deposit Agreement Form

Authorization Agreement

I hereby authorize THE FORCE REALTY to initiate automatic deposits to my account at the financial institution named below. I also authorize THE FORCE REALTY to make withdrawals from this account for unpaid monthly dues, business license fees and goods/services ordered.

Further, I agree not to hold THE FORCE REALTY responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until THE FORCE REALTY receives a written notice of cancellation from me or my financial institution, or until I submit a new direct deposit form to the Payroll Department.

Account Information

Name of Financial Institution: _____

Routing Number: _____

Account Number: _____ Checking Savings

Signature

Authorized Signature (Primary): _____ Date: _____

Authorized Signature (Joint): _____ Date: _____

Please attach a voided check or deposit slip and return this form to the Payroll Department.

Request for Taxpayer Identification Number and Certification

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

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <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) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number																					
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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

- Under penalties of perjury, I certify that:
- 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
 - 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
 - I am a U.S. citizen or other U.S. person (defined below).

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 on page 4.

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.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.