

## **Agent Information**

MLS or Non- MLS:		_ Start Date:		
Name on License:				
	Last	First		Middle
Nickname:	Сол	rp or LLC (must match li	icense):	
Team/ Group Name:				
License Number:		License Exp. D	ate:	
PM Permit Number:	Permit Exp. Date:			
Languages:	Designations:			
Areas of Expertise:				
Mailing Address:				
Str	reet Address	City	State	Zip
License Pla	te Make	Model &	Year	Color
Phone Numbers:				
	Home	Cell		Fax
Preferred E-mail:		Website:		
<b>Company E-mail</b> : 🗌 Y		yes, login at: <u>www.ma</u> Login: (first name last		
Lounge Membership:[	Yes No	Includes 24/7 acce drinks, snacks & gai	-	
	ag \$25, Padfoli	<b>o</b> \$35, <b>Hat</b> \$25, <b>Polo</b> \$ (3 pack) *Items may be		
Emergency Contact:				
	Name	Phone		Relationship
Signature		Date	9	



#### Paradigm Agent Agreement

Broker and Agent hereby agree to the following terms which are considered applicable now and in perpetuity:

- 1) <u>Introduction.</u> Upon Agent's successful transfer, a welcome email will be sent granting access to the company's Cloud-based server. All files and marketing materials that pertain to the company will be therein provided and are considered confidential and proprietary. The company does not hold mandatory classes nor sales meetings, however, Agent must remain responsive to Broker at all times as it pertains to Agent's deals and conduct at this firm.
- 2) **Presentation.** As an Agent of Paradigm, you are a representative of the company in all manners, at all times, including the web and all social media outlets. You agree to conduct yourself with esteem and high regard, especially as it pertains to your relationship with vendors, staff, and Broker's clients.
- 3) <u>Education & Training.</u> Broker shall provide training as well as education whenever possible, and as needed. Agent understands that Broker has an open-door policy and it is the Broker's responsibility, as well as Agent's, to communicate information that might enhance the overall experience between Agent and the public. Education or training requiring 15mins or more should be scheduled in advance by emailing or calling the front desk. At the time of scheduling, Agent may decide to allow other Paradigm agents to attend, or instead request a one-on-one. Questions requiring less than 15mins may be sent to Broker directly either via email, phone or text. Broker typically responds to questions in less than 24 hours.
- 4) **Representation.** Dual Agency is permitted along with discounting, donating and contributing commissions, provided that Broker and client consent, and the manner in which these instances occur comply with NRS, NAC and LVR Code of Ethics. Under no circumstances shall a discounted commission reduce Agent's financial obligation to Broker.
- 5) <u>**Teams/Groups.**</u> Teams and Groups are permitted at Paradigm. In order to be recognized, they must consist of 2 or more agents and accompany a Team Agreement signed by the Broker. All Broker agreements supersede any Team Member contract. Team/ Group Leaders may implement their own fee schedule and structure however they see fit so long as Broker contracts are not contradicted, Broker is indemnified and approves in writing.
- 6) MLS & Non-MLS. All REALTORS© whose licenses are in process, en route, or currently at Paradigm Realty must be affiliated with the LVR within 30 days of Broker's receipt of license. After this time, Broker shall be forced to terminate Agent's license. Non-MLS agents are permitted to practice under Paradigm Realty by way of this agreement, however their licenses will hang at Broker's non-MLS firm, Paradigm Realty Investments.
- 7) <u>Staff.</u> Paradigm's staff members are not permitted to assist in the dealings of its agents without prior Broker approval. Calls made to the office for Agent will be directed to Agent's contact info provided on the Info Sheet. With the exception of closing packages, items that are dropped off at the office for Agent will be accepted only during normal business hours and are not checked for accuracy.

- 8) <u>Mail.</u> Agent will receive an email notification when mail has been received by the office. All items will be placed in the general bin and discarded after 30 days unless otherwise requested. Agents with private offices will have their mail placed on their desks or under their door. Agent may request that items be placed in company outgoing mail only if a stamp and envelope are provided. Mail is retrieved and dropped off once daily.
- 9) <u>Licensing.</u> Agent agrees to maintain at Agent's expense a current County business license and all other licenses and permits required to perform their duties. Agent must maintain an active Real Estate license and/or permit with the NRED in order to practice as well as be compensated by Broker.
- 10) **<u>E & O.</u>** Broker shall maintain and carry, on behalf of Agent and at Broker's expense, errors and omissions insurance for both sales and property management. In either case, Agent agrees to pay the deductible amount per offense, in the event any legal issues arise pertaining to Agent's business concluded at Paradigm, whether Agent remains affiliated with the company or not. Insurance covers Agent for up to \$1,000,000 in liability per offense. Agent is responsible for obtaining any additional coverage on behalf of Agent and Broker, if needed, and understands that Broker's E&O insurance does not cover Agent for any personal conduct, professional or otherwise. If Agent purchases, sells, or manages their own property, Agent is responsible for all liability and legal fees, including Broker's.
- 11) **Commissions.** Except when due to extraordinary circumstances, fees shall be paid within 3 business days of funds clearing and a completed file is with Broker. Prior to disbursement of any fee, Agent is required to upload all fully executed contracts into Transaction Desk or Remine. Docs that initiate a transaction must be uploaded within 3 business days of execution, then all other required and applicable documents within 30 calendar days of closing. It is Agent's responsibility to notify staff when their file is complete. Upon notification, staff will audit Agent's file and report back any inaccuracies. Any file that is not complete after 30 days of closing will result in Agent's forfeiture of the entire commission and Broker will then complete the file personally. In addition, Broker may withhold all other fees owed to Agent until such a time that Broker's files are complete, Broker has been made financially whole, or both. Agent understands that there are no exceptions and that it is not staff's responsibility to audit as they go. If Agent has any questions about the accuracy of a doc, the Broker should be contacted immediately. Broker's Transaction Coordinator may also be retained at open of escrow for a pre-negotiated fee retained by Broker from Agent's commission at closing. All fees owed to Broker are considered due immediately at risk of forfeiture of Agent's transactions and/ or pending commissions. Fees owed may be withheld from future sales upon Broker approval only. Any agent waiving or reducing their commission to less than the company's doc fee must have title withhold through escrow an amount equal to twice Agent's doc fee. If no penalties, additional doc requirements or fines have been assessed, Agent shall be reimbursed the remaining balance.
- 12) **Disbursements.** Prior to any disbursement, a notification will be sent along with a breakdown. In the event Agent does not make arrangements to collect their commission, does not deposit or cash their check, are unattainable, unwilling to comply with Broker's requests, or are deceased, all monies will be deemed forfeit to Broker after 30 days from the time of Agent's notification that funds are ready to be disbursed. If Agent wishes to have a guest collect funds on their behalf, such requests must be submitted before the expiration of this timeframe via email. If Broker or staff assists or aides in Agent's transaction or doc collection, Broker retains the right to withhold any amount from Agent's commission deemed fair by Broker. All referral fees owed to outside brokerages and fees collected via Buyer Brokerage Agreement must be handled through escrow by title directly.

- 13) **Contracts.** Broker must approve all contracts being implemented for any transaction. Under no circumstances shall Agent implement non-LVR/ NRED approved contracts without the written consent of Broker.
- 14) **Listings.** No listing shall be considered valid without Broker's signed consent including personal sales. Any listing that is being marketed without Broker knowledge will be taken off the market until contracts are in compliance and a fine equal to the value of Agent's doc fee has been paid. However, Agent may market a property so long as they have notified Broker that such listing exists and it is signed by the client(s) and Agent, if applicable. There are no courtesy listings allowed at Paradigm. All listings must accompany a valid listing agreement. Transacting, leasing or managing a property without Broker's knowledge will result in a fine equal to Agent's commission or E&O deductible, whichever is greater.
- 15) **<u>Rentals.</u>** All Agents may show, list and represent rental clients. Rental fees must be paid to the Broker prior to listing at risk of immediate withdrawal of listing. Agents without Property Management permits may aide property owners in finding applicants but never help in processing apps, rents, deposits, or leases. For a nominal fee, Broker's property management department will assist in running and processing applications.
- 16) **Signatures.** Broker signatures may be obtained in person, email, or electronically via *Authentisign*. For fastest response, email Broker directly via *Authentisign*. It is not the Broker's responsibility to retrieve documents from Agent prior to disbursement of commissions, whether previously signed by Broker or not, as this is Agent's sole responsibility.
- 17) <u>Non-Compete.</u> Agent agrees that under no circumstances will they compete with Broker's own personal clients without prior written consent from Broker, current, past or future, as well as tenants within the commercial complex of Paradigm. Any commercial leads and/or transactions arising from Broker's office location are to be referred to Broker immediately at risk of Agent owing Broker a commission of an amount decided by Broker.
- 18) <u>Non-Circumvent.</u> All monies must be made payable to Paradigm Realty and Agent agrees to collect all fees on behalf of Broker. Under no circumstances shall Agent deposit funds into their own personal account. If Agent collects a fee for providing any real estate services whatsoever, Agent will owe such fees immediately to Broker and further agrees to cover Broker's legal expenses in the event that litigation is required in order to compensate Broker.
- 19) Property Management. Agents who hold Property Manager permits are welcome to practice so long as all funds, contracts and accounting are handled by Broker. PM is required to keep Broker's management software current and accurate, provide statements upon request, as well as a working key for all managed properties. Failure to comply within a reasonable timeframe will result in Agent's withholding of compensation, immediate termination and forfeiture of all accounts.
- 20) <u>NAR.</u> All agents at Paradigm agree to adhere to the Code of Ethics, as laid out by the NAR. Agent has been advised to research these codes by going to the following website, prior to signing this agreement: <u>http://www.lasvegasrealtor.com/professional-standards/code-ofethics/</u>
- 21) <u>Referrals.</u> All leads and referrals must be agreed to in writing by Broker and Agent. Agreements must dictate splits amongst the agents, when applicable. In the absence of a written agreement, Broker retains the right to decide upon agent compensation however Broker sees fit when an argument over money or client arises.

- 22) <u>Marketing.</u> Broker must approve of all Agent marketing. Sending Broker an email with samples attached is acceptable. The Paradigm Realty logo is a registered trademark and must appear and adhere to the Broker approved templates only. Agent is responsible for obtaining their own signage, cards and marketing materials. Broker may market Agent and their business however Broker sees fit.
- 23) <u>Vendors.</u> Agent may utilize the resources of any licensed business professional they see fit. However, Broker must approve of any persons or vendors who wish to market, or leave marketing material, in or around the office and/or for any Paradigm agent or staff member. Any unapproved marketing materials left without the consent of Broker will be discarded. Any unapproved business meetings, classes or programs hosted at Paradigm Realty will result in Agent's immediate termination and the withholding of any commissions owed.
- 24) **Parking.** Parking is permitted first come, first serve for Agent and their clients. Carports are reserved for staff and personnel only but may be issued with written consent from Broker.
- 25) **Printing.** Printer access is granted to Lounge Members only. Use is strictly limited to Agent's real estate activities and 500 B&W copies, 50 color copies are allowed per month, each month for free. If misuse occurs, regardless of membership, immediate remittance may be required and withheld from any outstanding monies owed to Agent.
- 26) **Food.** Agent is invited to bring snacks and small meals to the office only so long as it does not interfere with the enjoyment of others. All snacks and meals, including large beverages, must be enjoyed away from workstations in either the break area or common areas outside.
- 27) **Drugs & Alcohol.** Use of drugs and alcohol in or around the office is strictly prohibited. The Broker may approve of certain functions/ events when alcohol may be provided to Agents and their guests who are 21 years or older.
- 28) <u>Access.</u> 24/7 access is permitted to Lounge Members only. Regular office access is permitted Monday – Friday, 9am – 5pm, excluding all federal and state holidays. Any damaged property must be replaced at equal or greater cost at Agent's expense. Under no circumstances shall Agent allow a terminated agent onto the premises, or anyone attempting to access the office without a Membership Card. Agent understands they are liable and responsible for all persons they grant access to company property and further understand that any person attempting to access the office after hours should've obtained a Membership Card during normal business hours.
- 29) <u>Office Use.</u> Broker is not responsible or liable for any personal data or property lost or stolen as a result of Agent's use of company property, computers or wi-fi. It is Agent's responsibility to logout of all web browsers and to delete personal data left or saved. Additional cleaning fees when needed as a direct result of improper use of the office will be withheld from Agent's commissions.
- 30) **Gross Negligence & Willful Misconduct.** In the event of Agent's gross negligence and/or willful misconduct where Agent may be liable and responsible for amounts representing lost profits, loss of business or any other damages, Broker retains the right to withhold any funds owed to Agent in order to repair said loss. Agent further agrees to indemnify and hold Broker harmless from all losses and damage. Should any dispute arise between agents, Broker, or Broker's clients, it is Broker's sole discretion to provide a resolution. Agent agrees to pay in full, any fines and/or legal fees on behalf of both Agent and Broker as it pertains to Agent's complaints, violations and misconduct.
- 31) <u>Human Resources.</u> Agent's success and happiness is also the Broker's. Should there be any concerns or comments, be it a complaint about a colleague, staff member, or even Broker himself, Agent may always do so by emailing the Accounting Dept. It is Broker's sworn duty to be objective and understanding regarding all matters brought to his attention.

- 32) <u>**Transferring.**</u> If Agent wishes to transfer or is terminated, Broker shall comply by written or email request. Agent understands that Broker, by law, has 10 days from the time of written request to either send Agent's license back to the NRED or give Agent permission to "hand carry". Broker is under no obligation to grant Agent permission to "hand carry" but will do his best to provide all transfer documents within a reasonable timeframe.
- 33) <u>**Changes.**</u> Broker reserves the right to make changes to this contract by email notice at any time for any reason. After 3 days from the time of notification, Agent automatically accepts such changes. Agent may terminate under the terms of the previously agreed upon contract by written request, prior to the expiration of the 3-day grace period.

By signing below, Agent considers this contract to be valid and fair, and agrees to become a 1099 – Independent Contractor for Paradigm Realty. *Welcome to the Pride!* 

Agent – Print Name

Broker – Print Name

Agent – Signature

Broker – Signature

Date



#### Paradigm Fee Agreement

Broker and Agent hereby agree to the following terms which are considered applicable now and in perpetuity:

- 1) There is no monthly cost to Agent for general front office use. Front office use is limited to the reception area and conference room where internet access is provided, but not printing. Back office and lounge access, printing, and standing desk use is accessible to Lounge Members only.
- 2) Non-MLS Agent's annual fee of \$395 is due upon signing and considered due on the 1<sup>st</sup> of the signing month each following year with a 3-day grace period. Failure to pay will result in Agent's immediate termination and the withholding of any funds owed as well as any pending transactions. The annual fee is non-refundable and considered due per transfer. Annuals may be collected in advance from Agent's commissions upon request. We do not store credit card info.
- 3) For any reversed funds received by Broker on behalf of Agent, an automatic fee of \$100 will be assessed and charged to Agent.
- 4) Agent may request to assign any client or transaction to Broker at a 75/25 split with the smaller percentage to Agent so long as they are actively licensed at the time of closing. No doc or TC fee will be withheld in addition to.
- 5) **Sales & Leasing.** All funds, fees, referrals, commissions, or monies collected by Agent on behalf of Broker are subject to the commission splits and doc fee schedules herein stated:
  - a. **<u>Splits.</u>** 100% to Agent, 0% to Broker.
  - b. **Standard Doc Fee.** For any residential or unimproved land sale with a final purchase price of 1 million and under, Broker shall retain a doc fee of \$395, and then an additional \$395 per million for sales greater than 1 million.
  - c. **Specialty Doc Fee.** For any commercial sale, multiple parcel transaction of 2 or more, development, referral fee, or rental, a 20% doc fee will be assessed based upon the final sales price, or total gross fees collected, or 3% of the final sales price where no fees were collected, whichever is greater. Commercial property shall be determined upon zoning at the time of closing, excluding undeveloped land.
- 6) For any property management account referred to Broker, a referral fee will be provided in the amount of the setup fee Broker or Agent is able to negotiate with the client. Setup fees are typically charged for the use of Broker's property management software and admin services.
- 7) **Property Management.** Tenants and owners may cover 100% of Agent's costs or reimburse Agent by payment to Broker directly. PM fees shall be assessed and disbursed as follows:
  - a. **Splits.** Agent 80%, Broker 20%, deducted from Agent's monthly gross income.
  - b. <u>App Fees.</u> Broker may collect and run applications on behalf of Agent at a charge of \$75

     \$500 per adult, depending on the rental value. For any apps run by Agent using Broker's software, Broker will withhold \$35 per app from Agent's monthly income.
  - c. <u>Admin Fee.</u> An administrative fee of \$100 will be assessed for every new tenant. This amount is due upon all new lease signings and lease extensions.

- d. <u>**Cash Deposits.**</u> Agent will be charged a cash deposit fee of \$50 for any cash received or deposited directly into Broker's bank accounts; be it rent, deposit, application or otherwise.
- e. **NO I.D.** Agent will be charged \$50 for any unidentifiable deposit. It is the Agent's responsibility to require all tenants to indicate their name or property address on all payments as such should be indicated on the tenant's lease.
- f. **Setup Fee.** A setup fee of \$150 will be charged per property/ parcel number. This amount is due upon any new PMA signing, not including extensions.
- g. **Early Termination.** A fee of \$150 must be provided to Broker per property/ parcel number if an owner wishes to terminate their PMA early. This does not include sold properties so long as the sale is conducted at Paradigm. For any forwarded rents, reports or document requests made after termination, an additional \$150 per request will be required by Broker prior to doing so.
- h. **<u>Bill Pay.</u>** For any bill paid on behalf of an owner by Broker, a monthly fee of \$50 per property shall be assessed and retained entirely by Broker. This applies to vacant properties also. Agent shall never pay a bill on any owner's behalf.
- i. **Disbursements.** All income will be disbursed to owners by the 10<sup>th</sup> of each month and then after 7 days of receipt for any late rents to guarantee funds. Owner draws by check incur a cost of \$25 per property. Agent shall receive their PM income on the 15<sup>th</sup> and last day of the month, or the preceding business day. If Broker must aide in Agent's management for whatever reason, Broker retains the right to withhold any amount from Agent's income deemed fair by Broker.
- 8) **Short Term Rentals.** In order to service a short-term rental client (management for less than 1 month) you must adhere to the following:
  - a. Agent must possess an active real estate license and PM permit.
  - b. Provide Broker with an LVR Property Management Agreement signed by Broker, owner, and owner's short-term management company if applicable. Detail who will be handling all funds, rental agreements and accounting. All handling of leases, lease terms, repairs and security deposits must be detailed, specifying which company will be handling each specific responsibility or Broker shall decide.
  - c. Broker must sign off on all management agreements. For any short-term rental property that does not comply with Broker's terms, a fine equal to Agent's setup fee and management fee will be assessed and due immediately at risk of termination and forfeiture of any current or pending transactions. Fines will retroact for 3 months per property.
    - i. The following fee schedule is due to Broker if a 3<sup>rd</sup> party company is handling rents, deposits and accounting and if the property is NOT renting for longer than one month: a one-time setup fee of \$250 per property.
    - ii. A monthly management fee of \$500 per month, per property, regardless of vacancy.
  - d. The following fee schedule is due to Broker if Paradigm is handling rents, deposits and accounting and/or if property IS renting for longer than one month:
    - i. All fee schedules laid out in Section 7 of this Fee Agreement.
- 9) Broker's rate for court, LVR or NRED appearances of any kind is \$200/hr. All fees are considered due upon receipt and may be transferred to Agent's clients in writing. If any funds are wired to or from Broker on behalf of Agent, a \$100 wiring fee will be deducted from Agent's compensation. There is no fee for direct deposits to Agent, however a \$25 paper check fee will be deducted for

any printed commission check. For mailings of any kind, a convenience fee of \$25 will be assessed. Documents may be emailed for free. A check voiding fee of \$100 will apply towards any lost check in addition to a 2<sup>nd</sup> convenience fee if Agent wishes to have a check mailed again. Any fees owed to Broker will be withheld from Agent's commissions.

- 10) In the event Agent transfers or is terminated, Agent shall retain all of their transactions, clients and databases, however, a doc fee shall be assessed per transferred file based upon the list/ sales price at the time transfer is requested. All fees owed to Broker must be paid prior to transferring any deal within 3 business days of Agent's termination or written request to transfer. If Agent does not pay the transfer fee in accordance with the doc fee schedule laid out in Section 5 of this agreement, all pending transactions, clients, and monies owed to Agent shall be deemed forfeited. Fees are considered unsatisfied until paid in full. Any fees owed to Agent may be retained in lieu of fees owed to Broker. For any fees owed to Broker that are unable to be retained or withheld, a late fee of 20% per diem shall be assessed not including collections, legal fees and claims costs.
- 11) PM's may terminate at will, retaining all clients procured by their efforts. One month of Agent's gross management fees in advance must be paid to Broker prior to release in addition to any early termination fees due by owners.
- 12) Broker reserves the right to make changes to this contract by email notice at any time for any reason. After 3 days from the time of notification, Agent automatically accepts such changes. Agent may terminate under the terms of the previously agreed upon contract by written request, prior to the expiration of the 3-day grace period.

By signing below, Agent considers this contract to be valid and fair, and agrees to become a 1099 – Independent Contractor for Paradigm Realty. *Welcome to the Pride!* 

Agent – Print Name

Broker – Print Name

Agent – Signature

Broker – Signature

Date



#### TC & Short Sale Services Agreement

This TC Services Agreement pertains to the property/ properties located at:

(Address)

and is made effective as of	( <b>Date</b> ) by and between
	(Agent) and Broker of Paradigm Realty.

Agent may request Broker to allow his staff to provide additional services by signing this agreement, or by requesting them via email or text whereby only the following list of services may be performed in full or in part without any reduction in compensation owed to Broker:

Transaction Coordinating - \$350 per parcel, per file, due upon successful closing

- 1) File TC Services Agreement or email/ text request in Agent's file along with the appropriate Documents Checklist.
- 2) Upload all currently executed contracts and counters into Agent's Transaction Desk and Broker's server; keep Agent organized and in compliance.
- 3) Retrieve newly executed contracts and addenda as they are implemented; ensure documents are signed and dated, in order, and initialed properly.
- 4) Remind Agent to open escrow by emailing title and all appropriate parties with TC cc'd; send contracts to all parties and include all parties in the email. \*NEVER SHARE OUR CLIENT'S CONTACT INFO WITH AN OUTSIDE AGENT UNLESS AUTHORIZED\*
- 5) Order or request title to order the resale package, as well as commission instructions and obtain Broker's signature once Agent has communicated any fees to be withheld from client(s).
- 6) Request/ obtain earnest money deposit receipt and disclosures: PTR (preliminary title report), SRPD (seller's real property disclosure), (construction defect claim if marked yes on SRPD), and all additional items as they pertain to counters and RPA. Coordinate client signatures and ensure all disclosures are filled out correctly.
- 7) Remind Agent to schedule home inspection and complete the For Your Protection disclosure.
- 8) Receive/ deliver CIC Resale package: obtain signed receipt.
- 9) Assist agent with implementing a Request for Repairs Addendum, if applicable. **\*REQUEST AGENT TO PROVIDE EXACT WORDING ON ALL ADDENDA TO BE COPIED AND PASTED\***
- 10) Order home warranty if RPA states one is to be provided.
- 11) Coordinate appraisal with all appropriate parties. Make sure appraiser has access and remind all agents of certain loan type requirements, such as earthquake straps and pans for water heaters.
- 12) Request any documents still in lieu and aid in the extension or termination of any approaching contingencies.
- 13) Push to close: upon Agent approval, request timelines from lender and title, keep client and Agent up to date on important deadlines (for quicker closings, end of month is never advised as this is title's busiest time).
- 14) Update Agent and calendar reminders as dates and timelines change or extend.
- 15) Coordinate client and Agent signings at title.
- 16) Audit agent's file: update documents checklist and send to agent for approval; obtain any missing documents prior to release to record.

- 17) Push to fund: work with title, lender, client and Agent to confirm funds have been received into escrow.
- 18) Push to record: ensure title has everything prepared in order to record. Upon Agent approval, request client to wire any additional funds (wire cutoff time is 1pm), and request title to E-Record (cut-off time for e-recording is 3pm; runner may record in person as late as 5pm).
- 19) Confirm recording: request email from title, congratulate all parties in a reply-all email chain.
- 20) File closing packet: scan, file and email all closing packet docs and checks received to Agent; update Agent on any missing docs, obtain missing docs from other parties, and perform final audit.
- 21) Final file to broker: notify Broker that the file is complete and ready for final audit. Provide Broker's accountant with all commission checks who will notify Agent when a commission is ready to be disbursed.

Short Sale Negotiating - \$1,500+/- collected from client(s), due upon successful closing

- 1) Remind Agent that Broker will pay a 30% referral for any short sale listing, and recommend TC services in addition to.
- 2) Determine negotiation fee: after initial review of file, lienholders, and list price, Broker will determine an exact fee to be charged to the either client. Agent agrees to cover any additional costs if clients are unable. **\*MUST BE DISCLOSED AS CHARGED TO BUYER IN AGENT TO AGENT REMARKS\***
- 3) Document collection: obtain and upload all executed contracts into Agent's Transaction Desk; ensure signatures, dates and initials are correct.
- 4) Photos: request from Agent.
- 5) Prepare file to be submitted: gather most recent bank statements, pay stubs, tax returns, hardship letter, LOA, settlement statement from title and financial statement from buyer to be sent to mortgagees.
- 6) Obtain bank specific docs from client: ensure that bank specific documents from mortgagee are complete and accurate. Request client corrections and signatures as needed.
- 7) Submit file: use appropriate channel whether Equator or via lienholder fax/ email.
- 8) Verify authorization on file: communicate with bank daily to ensure you and Agent are verified to speak on client's behalf.
- 9) Coordinate BPO/ appraisal: arrange access to property for bank's BPO.
- 10) Request updated docs: seller will and must send these continuously until processing status is complete.
- 11) Request BPO/ appraisal results: ask for results in writing; share with Agent and determine if an addendum is required, or if a value dispute is needed.
- 12) Negotiate sales price: communicate between bank and buyer to determine an acceptable/ approvable price.
- 13) Negotiate liens/ costs: communicate any costs not covered by bank to buyer's side; request response to allowable costs in writing to be presented to title. Communicate with Agent is negotiating fee isn't allowed to be paid by client.
- 14) Request revised settlement statement from title: forward any addenda regarding new sales terms; if bank's allowable costs are acceptable, resubmit for final approval.
- 15) Approval to Participate/ Approval Letter: request updates on final approval from bank; forward to Agent to review with client when received.
- 16) Update COE: request updated closing date to be on or before date stated on approval letter. Coordinate addendum if necessary and relay to title.

- 17) Request an updated commission instruction from title and relay to Agent. Only send to Broker upon Agent approval of fees and commissions.
- 18) Notify Agent that negotiating services are complete if lienholders' requirements have been satisfied and buyer and seller have agreed to move forward with closing.

All funds must be made payable to Paradigm Realty and collected through escrow or prior to close.

Agent – Print Name

Agent – Signature



#### Paradigm Lounge Membership Agreement

Broker agrees to grant Agent 24/7 access to the office located at 8925 W. Russel Rd., STE 150, pursuant to the following terms:

- Membership cost is \$250 per month with 2 months' free if paid annually in advance. Billing will be collected on the 1<sup>st</sup> of every month via QuickBooks ACH with a 3-day grace period. If fees are not paid on time, Agent's access will be limited to normal business hours until payment has been received. Agent may pay in advance, however, payments are non-refundable whether Agent changes their mind, cancels, transfers, becomes inactive, or is terminated. Initial payments may be prorated so long as the following month is also paid in full.
- 2. A \$250 deposit must be included with initial payment and held for incidentals as well as Agent's Membership Card. Should either Broker or Agent wishes to terminate this agreement, any lost, stolen, or damaged property will be withheld from Agent's deposit. If Agent's Membership Card is not provided to Broker within 3 days of termination of this agreement, Broker shall withhold \$100 from their deposit. Any costs owed to Broker that exceed \$250 must also be paid to Broker within 3 days of termination or Broker may seek legal remedy. Any costs stemming from legal processing and/or collections shall be included in Agent's unpaid balance with 20% interest per diem. Any remaining balances owed to Agent shall be reimbursed in the same manner that membership monthly costs were paid. Deposits will be used to satisfy Agent's monthly membership cost if Agent does not make their payment by the 3-day grace period, however their membership access will remain inactive until an additional deposit is paid in full.
- 3. All members must be 21 years of age or older. Membership Card grants access to the main building with entry for the office accessible by fingerprint. Agent understands that it is their sole responsibility to prevent anyone else's access who does not have a card and fingerprint setup with Broker. If someone's card or fingerprint does not work, that person should contact Broker during normal business hours. Anyone under the age of 21, guests, friends, clients, and vendors are not permitted after normal business hours under any circumstances.
- 4. All members shall be responsible for any theft and damage that occurs at a time those members are present. Present members include any Agent who has used their card and fingerprint during a time that such theft or damage occurred. This policy also applies towards any abuse or excessive use of lounge amenities and building facilities. If damage, loss, abuse, or theft occurs, those Agents present must pay to remedy Broker at a cost of equal or greater value determined by Broker who may then decide to terminate this agreement for all.
- 5. All lounge members agree to respect meetings and others present within the building and office during, after and before normal business hours. Business always takes

precedent over any other activities and Agent promises they will respect and honor any other activity being conducted over their own.

- 6. Under no circumstances are drugs and smoking permitted anywhere inside or near the building. If any illegal activity is noted or caught, Agent shall be immediately terminated from the company with all monies owed to them forfeited. This also includes any lewd or sexual behavior that would be considered unprofessional by Broker, the laws governed by the State of Nevada, the Nevada Real Estate Division as well as the Las Vegas Association of REALTORS.
- 7. Members agree to conduct themselves professionally and in a courteous manner. This includes sharing the amenities with other members, picking up and cleaning up after themselves and others while also agreeing not to sleep in the lounge or office as well as keeping the noise down to a minimum. If Agent is the last person to leave the lounge, they must turn all lights and entertainment devices off and ensure that the doors are locked and secured behind them at risk of liability if damage occurs as a result of not following this exit protocol.
- 8. Members agree that Broker may assess fines of any amount deemed fair by Broker as a result of any misconduct or when the terms herein stated are neglected, ignored or misunderstood. It is the Member's sole responsibility and liability to adhere to these terms and conditions.
- 9. Membership term is month to month unless paid in advance and must be cancelled in writing or via email with no less than 30 days' notice. Cancellation without proper notice will result in loss of paid fees and/ or deposit.
- 10. All other office fees are in addition to this agreement. Agent's termination will result in the immediate forfeiture of Agent's right to the property as well as any fees paid. At such time, Agent must surrender all company property within 3 days of termination at risk of forfeiture of deposit. If Agent leaves any personal property on the premises such property will be considered abandoned. Deposits will be refunded to Agent in the same manner by which fees were paid.
- 11. Any personal property or décor placed in or around the office by Agent that is deemed inappropriate by Broker must be removed immediately or it will be removed by Broker. Broker is not responsible for any items removed by Broker deemed inappropriate or a distraction to others.
- 12. Any complaints against another member should be brought to the attention of the Broker in writing as he solely determines what is or is not permissible.
- 13. Broker does not accept liability for any loss, damage or inconvenience that occurs as a result of Agent's use of the lounge. Paradigm Realty and its staff do not advocate or encourage the abuse of alcoholic beverages. Please drink responsibly or not at all.

By signing below, Agent considers these terms to be valid and fair, and agrees to become a Lounge Member with fees now owed and considered due to Paradigm Realty.

Agent – Print Name

Broker – Print Name

Agent – Signature

Broker – Signature

Date



#### **Documents Checklist**

(Please upload all <u>REQUIRED</u> & required <u>IF APPLICABLE</u> *fully executed and completed docs* into Transaction Desk. Documents with an (\*) must be uploaded within 3 business days of execution or an additional doc fee penalty will be assessed. All other docs must be uploaded within 30 calendar days of closing or Agent forfeits their commission and Broker will complete the file.)

#### **Buyer's Agent: Residential Resale**

#### <u>Required</u>

- \*Duties Owed (only required when offer is accepted)
- 2) SRPD: Seller's Real Property Disclosure
- 3) RDG: Residential Disclosure Guide (signature page only)
- 4) \*Residential Purchase Agreement
- 5) Receipt of "For Your Protection" Notice (or copy of home inspection)
- 6) Final Certified Settlement Statement (sent from Title at COE)
- 7) Tax Sheet (pulled from MLS or city/ county records)

#### If Applicable

- 1) \*Supplemental List of Licensees
- 2) \*Buyer Brokerage Agreement
- 3) Consent to Act (if dual agent)
- 4) \*Referral Agreement
- 5) Counters & Addenda
- 6) Financing Addendum
- 7) \*Cancellation Addendum
- 8) Lead-based Paint Disclosure (if built prior to 1978)
- 9) Proof of Authority (if there is a trust, power of attorney, etc.)
- 10) Did You Know CIC Disclosure (if within an HOA)
- 11) Disclosures: Mold, Meth, Construction Defect (if marked YES on SRPD)
- 12) Request for Repairs Addendum
- 13) Post/ Pre-Possession Addendum
- 14) CIC Resale Package Receipt
- 15) Walk-Thru Inspection & Release
- 16) MLS S Sheet (if listed on MLS)

#### **Buyer's Agent: New Homes**

#### **Required**

- \*Duties Owed (only required when offer is accepted)
- 2) \*Buyer Registration w/ Brokerage Info Listed

- 1) \*Supplemental List of Licensees
- 2) \*Referral Agreement
- 3) Counters & Addenda
- 4) \*Cancellation Addendum

- 3) Offer to Purchase
- 4) RDG: Residential Disclosure Guide
- 5) Receipt of "For Your Protection" Notice (or copy of home inspection)
- 6) Final Certified Settlement Statement
- 7) Tax Sheet

#### **Buyer's Agent: Commercial**

#### <u>Required</u>

Required

4) RDG

6) Tax Sheet

- 1) \*Duties Owed (only required when offer is accepted)
- 2) Inspection Report or Release Form
- 3) \*Offer to Purchase
- 4) SRPD: Seller's Real Property Disclosure
- 5) Final Certified Settlement Statement

1) \*Duties Owed (only required when

3) \*Vacant Land Purchase Agreement

5) Final Certified Settlement Statement

offer is accepted)

2) Vacant Land Disclosure

6) Tax Sheet

#### If Applicable

- 1) \*Supplemental List of Licensees
- 2) \*Referral Agreement
- 3) \*Buyer Brokerage Agreement
- 4) Consent to Act
- 5) LOI (letter of intent w/ Brokerage Info Listed)
- 6) Lead-Based Paint Disclosure
- 7) Consent to Act (if dual agent)
- 8) Proof of Authority
- 9) Disclosures: Mold, Meth, Construction Defect (if marked YES on SRPD)
- 10) Counters & Addenda
- 11) Financing Addendum
- 12) \*Cancellation Addendum

#### **Buyer's Agent: Unimproved Land**

- 1) \*Supplemental List of Licensees
- 2) \*Buyer Brokerage Agreement
- 3) Consent to Act
- 4) \*Referral Agreement
- 5) Counters & Addenda
- 6) Financing Addendum
- 7) \*Cancellation Addendum
- 8) Manufactured Home Disclosure (if NOT converted into real property)
- 9) Proof of Authority
- 10) Did You Know CIC Disclosure
- 11) CIC Resale Package Receipt
- 12) MLS S Sheet

- 5) MLS S Sheet (if listed on MLS)
- 6) \*Buyer Brokerage Agreement

#### **Renter's Agent: Residential & Commercial**

#### **Required**

1) \*Duties Owed (only required when applicant is accepted)

#### If Applicable

- 1) \*Referral Agreement (only when outside brokerage requires)
- 2) LOI (if commercial)
- 3) \*Invoice for Compensation (if commercial)
- 4) MLS L Sheet (if listed on MLS)

#### Listing Agent: Residential Resale

#### <u>Required</u>

- 1) \*Duties Owed (only required when offer is accepted)
- 2) SRPD
- 3) RDG
- 4) \*Listing Agreement
- 5) \*Residential Purchase Agreement
- 6) Final Certified Settlement Statement
- 7) Tax Sheet

#### If Applicable

- 1) \*Supplemental List of Licensees
- 2) Consent to Act
- 3) \*Referral Agreement
- 4) Counters & Addenda
- 5) Short Sale Addendum to Listing Agreement
- 6) Lead-Based Paint Disclosure
- 7) Financing Addendum
- 8) \*Cancellation Addendum
- 9) Proof of Authority
- 10) Disclosures: Mold, Meth, Construction Defect (if marked YES on SRPD)
- 11) Post/ Pre-Possession Addendum
- 12) GLVAR Exclusion from MLS form
- 13) GLVAR Change Order
- 14) GLVAR T Status Form
- 15) W Sheet (Withdrawal form)
- 16) MLS S Sheet

#### **Listing Agent: Commercial**

#### <u>Required</u>

- \*Duties Owed (only required when offer is accepted)
- 2) \*Listing Agreement
- 3) \*Offer to Purchase
- 4) SRPD
- 5) Seller's Mandatory Disclosure
- 6) Final Certified Settlement Statement
- 7) Tax Sheet

- 1) \*Supplemental List of Licensees
- 2) \*Referral Agreement
- 3) LOI
- 4) Consent to Act
- 5) Financing Addendum
- 6) Proof of Authority
- 7) Counters & Addenda
- 8) \*Cancellation Addendum

#### **Listing Agent: Unimproved Land**

#### **Required**

- \*Duties Owed (only required when offer is accepted)
- 2) Vacant Land Disclosure
- 3) \*Listing Agreement (unimproved land)
- 4) RDG
- 5) \*Vacant Land Purchase Agreement
- 6) Final Certified Settlement Statement
- 7) Tax Sheet

#### If Applicable

- 1) \*Supplemental List of Licensees
- 2) Consent to Act (if dual agent)
- 3) \*Referral Agreement
- 4) Counters & Addenda
- 5) \*Cancellation Addendum
- 6) Proof of Authority
- 7) Disclosures: Mold, Meth, Construction Defect (if marked YES on SRPD)
- 8) Post/ Pre-Possession Addendum
- 9) GLVAR Exclusion from MLS form
- 10) GLVAR Change Order
- 11) GLVAR T Status Form
- 12) W Sheet (Withdrawal form)
- 13) MLS S Sheet (if listed on MLS)

#### Listing Agent: Rental (Residential & Commercial)

#### **Required**

- \*Duties Owed (only required when offer is accepted)
- 2) \*Listing Agreement (real property)
- \*Leasing Fees (payable to Paradigm Realty)
- 4) Tax Sheet (if commercial)

- 1) Applicant's Broker's W-9
- 2) LOI
- 3) Invoice for Compensation
- 4) GLVAR Exclusion from MLS form
- 5) GLVAR Change Order
- 6) GLVAR T Status Form
- 7) W Sheet (Withdrawal form)
- 8) MLS L Sheet (if listed on MLS)

#### **Property Management Documents Checklist**

(Please submit all <u>REQUIRED</u> & required <u>IF APPLICABLE</u> docs via Appfolio, and owner property via the office. Documents with an (\*) must be uploaded within 3 business days of execution and all other docs uploaded and entered within 14 days of receipt or management fees may be withheld or forfeited.)

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#### Property Manager: Landlord

#### <u>Required</u>

- If Applicable
- \*Duties Owed (only when PMA is secured)
- 2) \*Property Management Agreement
- 3) Copy of Homeowner's Driver's License
- 4) Copy of Key to Property
- 5) Tax Sheet
- 6) Insurance w/ Paradigm Realty listed as additionally insured (or waiver)
- 7) Repair Invoices, Receipts & Vendor W-9's
- 8) Homeowner's W-9

- 1) \*Supplemental List of Licensees
- 2) Home Warranty Policy
- 3) Photos
- 4) Security, alarm & door codes

#### **Property Manager: Tenant**

#### <u>Required</u>

- 1) \*Duties Owed (only when applicant is accepted)
- 2) Copy of Tenant(s) Driver's License
- 3) Application w/ Agent's PID
- 4) Move-in Fees in Certified Funds
- 5) \*Lease Agreement

- If Applicable
  - 1) \*Supplemental List of Licensees
  - 2) Referring Broker's W9
  - 3) Lease Addenda
  - 4) Credit Report & Background Check
  - 5) Security Deposit Transmittal (due upon move-out)

By signing below, Agent understands the document requirements at Paradigm Realty and that it is their sole responsibility to learn and adhere to Broker's doc processing systems as they change.

Agent – Print Name

Agent – Signature



Positively Different<sup>™</sup>



As your recommended lender my goal is to simplify the mortgage process, make sure the transaction goes smooth, and be available to you from beginning to end. I take pride in thoroughly educating customers throughout the mortgage process, so they fully understand their options and feel comfortable with their chosen loan program. Whether you are a new or seasoned agent, you can trust me and my team to provide you with the ultimate lending service!

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Meet our team

### **Michael Ivanov VP of Mortgage Lending**

O: (702) 832-4665 C: (702) 208-6748 rate.com/michaelivanov michael.ivanov@rate.com 1120 Wigwam Parkway, Suite 100 Henderson, NV 89074

## **Katherine Penate** Sales Assistant - ¡Habla español!

Katherine will work with you at the beginning of the loan process to obtain all necessary documentation. She will touch base with you at the beginning of your application and will continue to follow up with you throughout the entire loan process.

O: 702.800.5684 · katherine.penate@rate.com

#### Becky Galbraith - Elite Mortgage Consultant (MC)

Becky will work closely with you to make sure your loan process starts off on the right foot! She is an expert in preparing your loan for a quick and efficient approval by asking for only the most pertinent documentation.

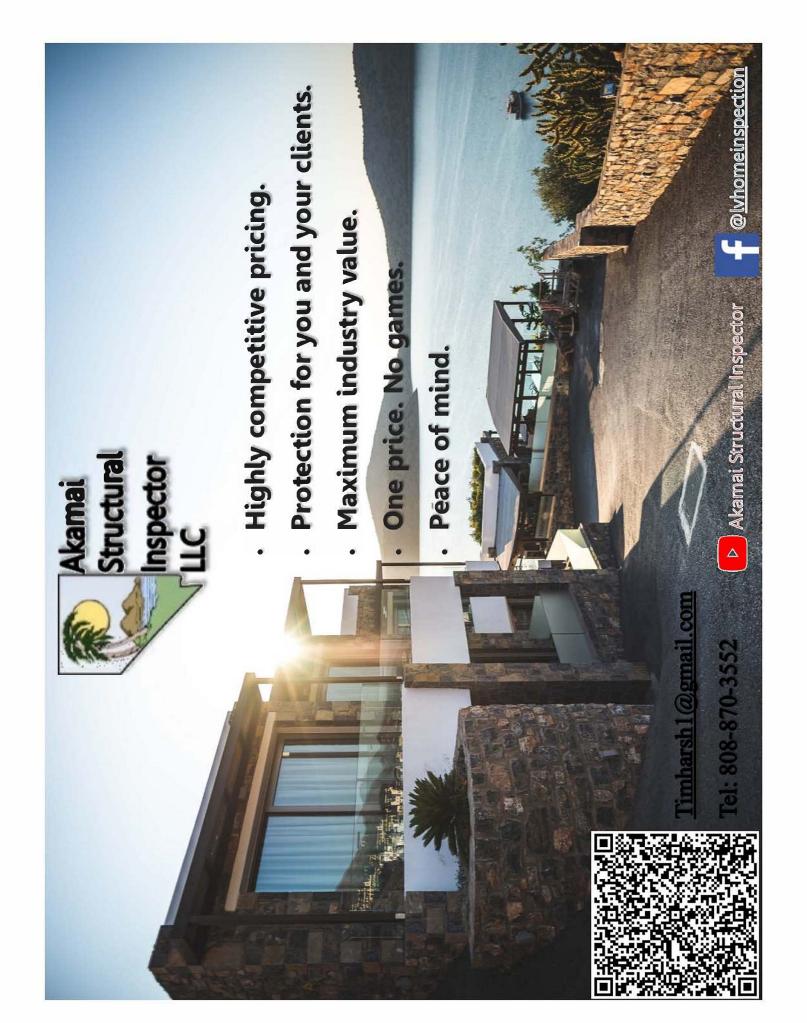
O: 702.424.2114 · becky.galbraith@rate.com

#### Mike Kononchik - Loan Coordinator (LC)

Once your loan has been formally approved, Mike will work closely with you to make sure your loan approval is cleared of all underwriting conditions (a very important step). Once your loan has been cleared to close by our Underwriting Department, He will work to ensure an on-time, accurate and smooth closing experience.

O: 702.963.0552 • michael.kononchik@rate.com

Construct Loopsing Lengere Michael Ivanov INMLS #378352 Guaranteed Rate Inc.; IMMLS #2511; For licensing information visit nmlsconsumeraccess.org. Equal Housing Lender. Conditions may apply. A2 -14811 N. Kierland Blvd., Ste. 100, Scottsdale, AZ, 85254, Mortgage Banker License #090707 CA - Licensed by the Department of Financial Protection and Innovation under the California Residential Mortgage Lending Act



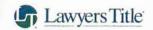


#### RICHARD KAYE

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# **CUSTOMER SERVICE**

T

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# **AVAILABLE SERVICES:**

#### Within Clark County

• Property Profile - Includes Documents

P

A

- Title Snapshot
- Formats: Print and Email
- CC&Rs (Limited Basis)
- Taxes
- APN Map
- Documents Only

**Premium Leads** 

Monthly Market Data Reports

#### **Farming Capabilities**

- Subdivision Farms
- Mortgage Farms
- Phone Farms

MF

N

- Label Format
- Formats: Excel and PDF

#### **Marketing Guides**

- Buyer Guides
- Seller Guides
- Combo Buyer/Seller Guides
- Relocation Guides
- Foreclosure and Short Sale Guides
- Preliminary Title Report Guides
- Open House Kit with Guest Registry Book
- \*Some services have costs associated with them in order to comply with Nevada DOI guidelines

specific criteria beyond what is provided through

our customer service department, we can connect

If you are interested in obtaining leads using

you to the industry's top data providers.\*



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# TITLE/ESCROW

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