



Premier Legacy Realty

Profile Form

Associate Name: _____

Last

First

Middle

Address: _____

City: _____ State: _____ Zip: _____

E-Mail Address: _____

Home Phone: _____ Business Phone: _____

Mobile Phone: _____

FL Real Estate License #: _____ Expiration Date: _____

Social Security #: _____

Referred By: _____

If you would like information on discounted business cards, please check this box:

Referral Associate Signature

Date: _____



Premier Legacy Realty

Premier Legacy Realty Policies and Procedures

The purpose of this policy is to set forth guidelines and criteria to ensure smooth, effective, and successful achievement of our goals.

Organization:

Premier Legacy Realty LLC. (PLR) is a corporation organized for the purpose of providing referrals to Real Estate Brokers with full-time Associates. Premier Legacy Realty LLC. is a limited function referral company.

What is a referral?

A referral is a lead consisting of particular information of a prospective buyer, seller or renter which is sent to Premier Legacy Realty LLC. And then distributed to a cooperating Real Estate Broker for a referral fee.

PLR Referral Associate:

Premier Legacy Realty LLC. is composed of PLR Referral Associates who activate their Florida real estate license with Premier Legacy Realty LLC. Premier Legacy Realty LLC. associates are on a referral basis only, but their license is considered active. PLR Referral Associates are not members of the local Association of Realtors®, the Florida Association of Realtors® or the National Association of Realtors®. PLR Referral Associates do not participate in any Association activities, educational or social functions or participate in any MLS activities or use MLS statistical data. PLR Referral Associates are not allowed to list or sell any property, participate in the negotiations, execute any documents, attend showings of property, canvass farm areas, attend listing appointments, attend closings, use stationary or access MLS services of any real estate company. Any action to the contrary of the above will be cause for dismissal from Premier Legacy Realty LLC. However, PLR Referral Associates may make use of Horeb Kissimmee Realty facilities, including telephones and conference rooms to set up meetings between their customers and full time Horeb Kissimmee Realty Sales Associates, and attend Horeb Kissimmee Realty sales meetings with the permission of the Branch Manager. PLR Referral Associates may hold open houses for Horeb Kissimmee Realty Sales Associates if the necessary criteria are met in order to be part of the open house program.

Duties of PLR Referral Associates:

The PLR Referral Associate must contact the “lead” (customer) and get permission to refer the customer. The PLR Referral Associate must obtain from the customer their name, phone number(s), physical address, email address, area of interest, type of home (single family home, condo, townhouse?), price range, number of family members, school needs, proximity to work,

and any other information necessary to place the referral with a Real Estate Broker. This is the obligation of the PLR Referral Associate, **not** the Broker of Premier Legacy Realty LLC. As soon as this has been accomplished, call Premier Legacy Realty LLC. at 407-744-3550, or email info@larosakissimmee.com with the information you have obtained.

Placement of Referrals:

Premier Legacy Realty LLC. will make every effort to place the referral with the Real Estate Broker and/or associate as directed by the PLR Referral Associate. If the PLR Referral Associate does not direct the referral to a specific full-time sales associate, Premier Legacy Realty LLC. will select a reputable Real Estate Broker in the service area. However, Premier Legacy Realty LLC. reserves the right to place a directed referral elsewhere, if it is outside of the effective service area of the Associate of choice, or if it is felt that another Associate could better serve the customer (for example, if the directed Associate is out of town or unavailable).

Recording a Referral:

All referrals must be recorded with Premier Legacy Realty LLC. The referral will be credited to the PLR Referral Associate who submitted it first. If it is disclosed that the customer is already working with a real estate Associate, you will be contacted immediately, and the referral will not be accepted. Referrals made directly to Associates are allowable if PLR Referral Associate emails Premier Legacy Realty LLC. and records it. In addition, a referral cannot be re-referred. In other words, a referral placed with a full-time sales associate, who then refers it to another sales associate in another part of town.

Follow-up:

The PLR Referral Associate will be contacted periodically by Premier Legacy Realty LLC. with a progress update of each referral submitted. The PLR Referral Associate agrees to pass any updates or feedback, obtained directly, to Premier Legacy Realty LLC. Premier Legacy Realty LLC. is the liaison between the PLR Referral Associate and the full time sales associate handling the referral. Upon a sale or listing being obtained, the PLR Referral Associate will be informed as soon as possible of details such as sales price, address, and approximate closing dates.

Referral Fees:

Seller/Buyer Referrals:

Once closed, the negotiated referral fee will be payable to Premier Legacy Realty, LLC., and then the PLR Referral Associate will receive a percentage of the funds received based on the tiered schedule below:

When a referral is placed within Horeb Kissimmee Realty sales office at a 30% referral fee, the PLR Referral Associate will receive 95% of the funds received.

Note: The commission percentage, co-broke percentage, and referral fee percentage used in the example below is for example purposes only and may be different based on what is negotiated between the applicable parties.

Example 1 - of Referral Fee payout to PLR Referral Associate:

- Closing with a **Horeb Kissimmee Realty** sales office:
- Purchase Price = \$200,000.00
- Referred Side Commission is 3% or \$6,000.00
- The referral fee on the referred side commission is 30% or \$1,800.00
- Premier Legacy Realty LLC. receives a check for \$1,800.00
- PLR Referral Associate receives:
 - 95% or **\$1,710.00**

Payment of Referral Fees:

All fees will be paid upon the closing of a transaction and receipt of the referral fee by Premier Legacy Realty LLC. The check will be disbursed to the PLR Referral Associate within a few business days.

Administration Fees:

A \$99.00 administrative fee will be assessed annually on January 1st.

Failure to pay the annual administration fee by the end of the first month of the calendar year may result in dismissal from Premier Legacy Realty LLC. The PLR Referral Associate will be charged any bank fees on returned checks.

Other Charges:

PLR Referral Associates will be required to maintain their Florida Real Estate License (Salesman or Broker) at their own expense. Continuing education requirements must be met and maintained at the expense of the PLR Referral Associate. Business cards may be obtained at the expense of the PLR Referral Associate.

PLR Referral Associates will be responsible for any other expenses incurred as a result of their association with Premier Legacy Realty, Inc., i.e., automobile expenses, telephone expenses, or postage. Mail-outs to friends, relatives, neighbors, and coworkers with the use of business cards (ordered through BCI Print) are permitted as long as the customer understands that the PLR Referral Associate will be referring them to a full-time Associate with a cooperating Real Estate Broker. Marketing pieces must adhere to all Florida Real Estate Commission marketing guidelines and be approved by Premier Legacy Realty LLC. prior to printing and distributing.

Renewing Associates/Change of Address/Other Information:

Contact Premier Legacy Realty LLC. with any changes of address, phone number, email address, legal name, or status of Florida Real Estate license. PLR Referral Associates will be

contacted on a regular basis with newsletters and other important information. Please note that the primary method of communication will be done through electronic mail.

Upon termination, PLR Referral Associates agree not to disclose or furnish any person or entity with any information concerning Premier Legacy Realty Inc.'s customers, properties, prices, policies or relationships, or remove any item belonging to or associated with Premier Legacy Realty LLC. as the same are sole property of Premier Legacy Realty, Inc.

This agreement may not be modified by either party without mutual consent and will continue from year to year until terminated. Either party may terminate this agreement upon written notice to the other.

Premier Legacy Realty LLC.
Policies and Procedures
ACKNOWLEDGMENT FORM

This is to acknowledge that I have received a copy of the January, 2022 Premier Legacy Realty LLC. Policies and Procedures and understand that it contains important information on the Company's general practices and on my privileges and obligations as a PLR Referral Associate.

I acknowledge that I am expected to read, understand, and adhere to Company practices and will familiarize myself with this material. I understand this policy and procedure manual supersedes any and all previous manuals and the policies and practices therein. I also acknowledge that neither this manual nor any other Company manual, create an employment contract. The Company has the right, with or without notice, in an individual case or generally, to change any of its guidelines, policies, practices, working conditions or programs at any time.

Premier Legacy Realty LLC. reserves the right to share PLR Referral Associate contact information including, but not limited to, telephone number and email address with Horeb Kissimmee Realty LLC or affiliated companies. If you do not want your contact information shared, place a check in this box:

PLR Referral Associate Name (Print)

PLR Referral Associate Signature

Date



BROKER/ASSOCIATE AGREEMENT

This BROKER/ASSOCIATE AGREEMENT ("Agreement") is made as of the ____ day of _____, 20 __, by and between **PREMIER LEGACY REALTY, LLC** ("BROKER") and _____ ("ASSOCIATE") (sometimes referred to herein individually as a "Party" and collectively as the "Parties").

WHEREAS, BROKER is a fully licensed real estate brokerage authorized to conduct and transact business in the State of Florida pursuant to all applicable Florida laws, standards of ethics and licensure requirements;

WHEREAS, BROKER is in the business of procuring potential buyers and sellers of residential/commercial real estate and/or the sale of businesses for which a real estate licensee may be entitled to receive a commission (the "**Lead**") and referring said Lead to Horeb Kissimmee Realty, LLC d/b/a La Rosa Realty Kissimmee (the "**Receiving Broker**");

WHEREAS, Receiving Broker and BROKER share common ownership and common licensure and both entities are fully licensed and authorized to transact business in the State of Florida;

WHEREAS, BROKER and ASSOCIATE intend to establish an Independent Contractor relationship with one another ("**Relationship**"), rather than an employer-employee relationship and in doing so, have agreed to the terms and conditions set forth;

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, and other good and valuable consideration, of which BROKER and ASSOCIATE hereby acknowledge, it is agreed as follows:

I. ASSOCIATION

- a) BROKER and ASSOCIATE hereby establish the relationship between them of broker/independent contractor, rather than a hiring or employment, and ASSOCIATE shall not otherwise be an agent, servant, employee, or partner of BROKER. ASSOCIATE will not be treated as an employee for federal or state tax purposes with respect to services rendered under the Agreement. BROKER shall not withhold income taxes, social security taxes, disability, workers compensation, or unemployment insurance payments, or any other assessments, or taxes from the commissions of ASSOCIATE, unless otherwise provided for herein, by mutual agreement of the parties hereto, or required to do so by law. ASSOCIATE shall, upon the execution of the Agreement hereof, furnish BROKER with his or her social security number.

- b) BROKER shall, from time to time and only as applicable, designate the sales office with which ASSOCIATE shall be associated. ASSOCIATE shall at all times furnish his or her own transportation for the conduct of his or her business at his or her own expense.

II. AUTHORITY AND OBLIGATIONS OF ASSOCIATE

- a) ASSOCIATE acknowledges that BROKER provides a referral opportunity for licensed real estate agents who do not wish to act as a full-time real estate agent and instead wish to voluntarily refer out **all** potential leads to a team of full-time agents who can then service any given buyer or seller.
 - i. ASSOCIATE agrees that all commissions concerning any closed Lead will be divided as follows:
 - 1. **30% Referral Fee will be paid to BROKER** for any Lead referred to Receiving Broker if Lead is a Buyer and **50% Referral Fee will be paid to BROKER** for any Lead referred to Receiving Broker if Lead is a Seller.
 - 2. **ASSOCIATE shall receive 95% of the total commission received by BROKER** from any transaction and BROKER shall retain the balance.
- b) ASSOCIATE shall use his or her best efforts to procure and secure Lead **exclusively for referral purposes** and for the mutual benefit of BROKER, ASSOCIATE, Receiving Broker and the general public.
- c) Upon procuring any Lead, ASSOCIATE shall present BROKER with the name, contact information (e.g., phone number and/or email address(es)) for the Lead and any additional information ASSOCIATE may have concerning that Lead within 48 hours of procurement.
- d) BROKER shall retain sole discretion and judgment as to the manner and means of Lead, including but not limited to the methods for which ASSOCIATE might obtain and/or procure any given lead(s).
- e) Beyond assuring that operations are conformity with Florida law, BROKER will not direct or control the means by which ASSOCIATE conducts his or her operations, including but not limited to, ASSOCIATE's hours, floor time, leads, sales meeting, training, vacation, time off, or other activities.
- f) ASSOCIATE expressly acknowledges that personal activities, such as buying or selling real estate for personal or investment purposes, executing promissory notes in connection with funds used to acquire real estate, and any other such acts done in ASSOCIATE's personal capacity, for which BROKER or ASSOCIATE earns

commission(s) as a result thereof, are specifically *included* within the scope of this Agreement. In all such cases, ASSOCIATE agrees to be bound to the terms of this Agreement which address all such personal activities. ASSOCIATE also agrees to indemnify and hold BROKER harmless from the consequences of any such activities or acts to the greatest extent permissible under state, local, or federal law.

g) ASSOCIATE expressly acknowledges that association with BROKER is contingent on ASSOCIATE's initial and continued payment to BROKER of all fees due to BROKER as follows:

- i. **Initial Registration Fee:** ASSOCIATE shall pay to BROKER the amount of \$199.00 in exchange for BROKER's services, training and referral opportunities made available to ASSOCIATE. This fee is due contemporaneous with the execution of this Agreement.
- ii. **Annual Renewal Fee:** ASSOCIATE shall pay to BROKER the amount of \$99.00 in exchange for BROKER's continued services, training and referral opportunities made available to ASSOCIATE during each calendar year of ASSOCIATE's association with BROKER. The Annual Renewal Fee is due on or before January 5 of each new calendar year following execution of this agreement.
- iii. All Initial Registration Fees and Renewal Annual Fees are nonrefundable at any time after payment is made.
- iv. BROKER reserves the right to terminate ASSOCIATE and with it, the rights and obligations imposed on the Parties pursuant to this Agreement for nonpayment of any fee which is due to BROKER.

III. RIGHTS AND OBLIGATIONS OF BROKER

- a) **BROKER shall make available to ASSOCIATE networking events and networking opportunities as well as four (4) lead generation training sessions per year with one (1) offered per quarter.** ASSOCIATE acknowledges the BROKER may, at BROKER's discretion, periodically provide meetings exclusively for the education and training of ASSOCIATE and other associates of BROKER, and in such case ASSOCIATE may be required to attend.
- b) BROKER shall make available to ASSOCIATE applicable policies and procedures with which ASSOCIATE shall conscientiously refer to and comply. BROKER reserves the right to change such policies and procedures from time to time. BROKER will also provide such advice, information, and cooperation as ASSOCIATE shall reasonably request.

- c) ASSOCIATE explicitly agrees to be bound to all office policies and procedures, including any and all such policies which may be provided to ASSOCIATE separately and independent from this Agreement.
- d) All referral agreements for the sale or exchange, lease or rental of real estate obtained by ASSOCIATE, shall be provided to BROKER in writing in the name of and property of BROKER pursuant to the requirements of the State of Florida regarding the obligations of the responsible broker to the general public. All listings obtained, the listing agreements evidencing the same, and any other written representation or commission agreements shall, at their inception, become the sole and exclusive property of BROKER and shall remain so upon termination of or withdrawal by ASSOCIATE.
- e) ASSOCIATE, at his or her own expense, shall maintain his or her real estate license in good standing with the State of Florida and shall become a member of such organizations during such times as BROKER, through its Broker of Record, is a member. ASSOCIATE shall immediately notify BROKER of any change in the good standing status of ASSOCIATE's real estate license, or of any proceedings relating to ASSOCIATE's compliance with the statutes, regulations, or codes of ethics referenced in this Agreement. ASSOCIATE agrees to indemnify BROKER for any loss, claim, or fine imposed upon it should ASSOCIATE violate the State Licensing Laws. To the extent the ASSOCIATE sells or promotes any related settlement services, whether or not for compensation, ASSOCIATE agrees to obtain and maintain in good standing any license which may be required for such activity.

IV. COMPENSATION

- a) When ASSOCIATE successfully refers Lead to BROKER and whereby a commission is subsequently earned by Receiving Broker, the net commission due to ASSOCIATE from BROKER shall be divided between BROKER and ASSOCIATE in accordance with Section II of this agreement.
- b) In no case shall BROKER be liable to ASSOCIATE for any commission(s) not received by BROKER, nor shall ASSOCIATE be entitled to any advance or payment from BROKER for any commission not yet received. Any commission tendered to ASSOCIATE shall be promptly and immediately turned over to BROKER for appropriate division as herein set forth. Any amounts which ASSOCIATE owes BROKER shall be deducted from any commission payment otherwise due ASSOCIATE.
- c) It is understood and agreed that ASSOCIATE's only remuneration for the services being rendered under the Agreement is his or her share of the brokerage commissions paid by the parties to BROKER on a given real estate transaction in

accordance with Section II of this agreement. ASSOCIATE shall not directly or indirectly accept or receive any commission or other consideration unless such receipt is lawful and BROKER has first given its written consent. In such case, BROKER retains sole discretion whether to permit ASSOCIATE to receive such consideration.

- d) Under no circumstances may ASSOCIATE receive any commission or other consideration which is prohibited by any local, state, or federal law, statute, ordinance, administrative order, rule or ethical code, including but not limited to the *Real Estate Settlement Procedures Act* (“RESPA”).

V. LIABILITY

- a) ASSOCIATE shall promptly and timely all of his or her own expenses incurred in the performance of services hereunder, including but not limited to meals, entertainment, auto expenses, auto insurance, workers compensation, social security, and the like. BROKER shall not be liable to ASSOCIATE or responsible to other persons or entities, for any expenses incurred by ASSOCIATE.
- b) ASSOCIATE shall have no authority to bind BROKER by any acts, omissions, statements, promises, or representations, unless specifically authorized to do so by BROKER in writing, as it relates to any transaction, contract, agreement or otherwise.
- c) BROKER shall have the exclusive right to determine whether to commence litigation to collect a commission or for any other purpose and/or to settle any litigation or other dispute of any type.
- d) Expenses for attorney’s fees and related costs, incurred by BROKER in the collection of a given commission shall be shared by ASSOCIATE on the same basis and in the same proportions as the commission is to be shared according to the terms of this Agreement. To the extent feasible, BROKER will consult with ASSOCIATE in advance of initiating such collection. ASSOCIATE shall promptly reimburse BROKER for ASSOCIATE’s share of those fees and costs as they are incurred by BROKER.
- e) Claims: Limitation on Associate Liability- As used in this Section f, “claim” means a demand made against BROKER or ASSOCIATE for money, including but not limited to the service of a suit or institution of arbitration proceedings against BROKER or ASSOCIATE, or a demand for reduction of a commission previously agreed to. Except for the exclusions stated in paragraph f.iii., below, when a claim arises concerning a transaction in which ASSOCIATE was involved, ASSOCIATE

shall fully and completely indemnify BROKER for all attorney fees, related costs, and/or the costs of any judgement against BROKER or ASSOCIATE, and the costs of any settlement paid by BROKER for itself or ASSOCIATE.

- i. Defense of Associate: Cooperation- When a claim arises concerning a transaction in which ASSOCIATE was involved, ASSOCIATE shall cooperate with BROKER's management and legal counsel in their defense. ASSOCIATE shall immediately (within 24 hours) provide BROKER with all demand letters, legal papers, and other documents which might relate to the matter. ASSOCIATE shall not make any payment, admit any liability, settle any claim, assume any obligation, or incur any expense without written consent of BROKER. Except for the exclusions described in paragraphs f.iii., BROKER may, in BROKER's sole and absolute discretion, provide a defense to ASSOCIATE regarding any claim, and in such case, ASSOCIATE acknowledges that the selection of attorneys to provide a defense and the decision regarding settlement and defense of any claim(s) will be made exclusively by BROKER.
- ii. Exclusions- The provisions in this Section f regarding defense of ASSOCIATE and Limitation on ASSOCIATE's liability do not apply to: (a) any criminal proceeding; (b) any administrative proceeding (such as by the State of Florida for license revocation); (c) and Board of Realtor® disciplinary (ethics) proceedings; (d) any punitive or exemplary damages awarded as part of a judgment; (e) any claim arising from a transaction where the ASSOCIATE acted as principal or outside the scope of his or her authority as defined in this Agreement; or (f) any claim which the evidence establishes liability based upon ASSOCIATE's acts or omissions which were dishonest, deliberately fraudulent, criminal, malicious, or deliberately wrongful.
- iii. Indemnification- ASSOCIATE shall indemnify and hold harmless BROKER against all losses and damages, including attorney fees and costs, which BROKER incurs or become liable for resulting from the excluded claims defined in f.iii., above.

VI. TERMINATION OF AGREEMENT

- a) This Agreement, and the association created hereby, may be terminated by either party for any reason, at any time, and without cause, at any time upon written notice.
- b) Upon Termination of this Agreement, BROKER shall have the right to deduct or offset any sums advanced by or owed to BROKER by ASSOCIATE from any sums due or to become due to ASSOCIATE. Except as it is otherwise provided in this

Agreement, ASSOCIATE's proportionate share of any commission on any transaction that is pending at the time of termination or disassociation, where a binding contract of sale has been executed, but has not closed, shall, after the closing of such transaction, be paid to ASSOCIATE at the rate of 50% (fifty percent) of the ASSOCIATE's split at the notification of termination.

VII. CONFIDENTIALITY

- a) All listings, all commission, or representation agreements, all referral, and all relationships by BROKER with buyers and potential buyers who have been shown specific property or who have made offers to purchase specific property through ASSOCIATE, remain the property of BROKER. The listing and sales files maintained by either BROKER or ASSOCIATE and any and all correspondence, customer lists, papers, documents, marketing/training/educational, and or any other materials including copies thereof mad by or for ASSOCIATE, ("Proprietary Documents") either furnished to ASSOCIATE by BROKER, or otherwise coming into the hands of ASSOCIATE, which relates to BROKER's business, are confidential business information and the property of BROKER. ASSOCIATE shall not interfere BROKER's right under such listings, referrals, and business relationships.
- b) In the event the association between BROKER and ASSOCIATE should terminate for any reason, ASSOCIATE shall return all Proprietary Documents or Data to BROKER. ASSOCIATE further agrees, during the term and after termination of this Agreement, not to furnish or to disclose to an person, firm, company, corporation, or other enterprise as to BROKER's clients, customers, properties, prices, terms, policies, trade secrets, relationships, or any other information generally concerning BROKER and its business, without BROKER's prior written consent.
- c) ASSOCIATE shall not use to his or her own advantage, or to the advantage of any other person or entity, any Proprietary Documents or any other such confidential information either during the term of ASSOCIATE's association with BROKER or at any point thereafter.

VIII. NONCOMPETITION

- a) During the duration of ASSOCIATE's relationship with BROKER and throughout the five (5) year period beginning on the last date of association thereof, ASSOCIATE shall not, directly or indirectly:
 - i. interfere with, hire, solicit, or entice away any employees or independent contractors of the BROKER;
 - ii. interfere in any way with the business of the BROKER;
 - iii. under any circumstances whatsoever, in any capacity, contact, sell to, or otherwise solicit business of the type done by the BROKER from any of the BROKER's prior, existing or potential customers, suppliers, vendors, or

- clients, (i.e., those potential individuals on whom any agent or employee of the BROKER has at any time called or contacted);
- iv. own, manage, develop or create any business competitive with the business of the BROKER;
 - v. direct any potential customers of the BROKER to any person or business organization competing with BROKER; or
 - vi. take any action, directly or indirectly, under any circumstances or conditions whatever, to invest in, own, manage, operate, control, participate in, engage in, or be connected with, as an officer, director, employee, stockholder, partner, member, manager, advisor, principal, agent, consultant, investor, clerk, trustee, lender of money, or otherwise, in or to the business of any person or entity that engages in the acquisition of and/or resale of residential or commercial real estate of any kind within any county in the State of Florida.
- b) ASSOCIATE acknowledges that the covenants contained in Section IX of this Agreement are reasonably necessary to protect BROKER's legitimate business interests, including, but not limited to, the substantial client, customer, vendor and supplier relationships, trade secrets, valuable confidential business information, and goodwill associated with BROKER's business.
- c) Intended Beneficiaries of Section VIII of this Agreement include, but are not limited to the following persons or entities:
- i. The entity currently known as **Premier Legacy Realty, LLC**, a Limited Liability Corporation duly created under the laws of the State of Florida;
 - ii. The entity known as **Horeb Kissimmee Realty, LLC d/b/a La Rosa Realty Kissimmee**, a Limited Liability Corporation duly created under the laws of the State of Florida, and;
 - iii. **Maria Flores Garcia**, a licensed real estate broker in the State of Florida and current owner of both BROKER and Receiving Broker.
- d) ASSOCIATE acknowledges that (i) BROKER and/or any Intended Beneficiary would be irreparably harmed as a result of a breach by ASSOCIATE of any provision of Section IX of this Agreement, (ii) no amount of money would adequately compensate BROKER and/or any Intended Beneficiary for such harm, and (iii) it would be difficult, if not impossible, to calculate the monetary damages which might accrue to BROKER and/or any Intended Beneficiary as a result of such breach. ASSOCIATE therefore agrees that in the event of any breach or contemplated breach of the terms or provisions of Section IX of this Agreement, BROKER and/or any Intended Beneficiary shall be entitled to obtain an injunction or similar equitable relief against ASSOCIATE from any court of competent jurisdiction in order to enforce the provisions hereof. Notwithstanding the foregoing, BROKER and/or any Intended Beneficiary shall also be entitled to obtain monetary damages to the extent calculable as a result of the breach by ASSOCIATE of the provisions of Section VIII of this Agreement. ASSOCIATE shall not assert as a defense that the harm to BROKER and/or any Intended

Beneficiary is not irreparable. This provision shall not preclude BROKER and/or any Intended Beneficiary from seeking damages from ASSOCIATE, as well as injunctive relief, and no defense will be allowed to the effect that the remedy of damages is inconsistent with the remedy of injunction. ASSOCIATE further agrees that a bond in the amount of One Hundred Dollars (\$100.00) shall be a reasonable and sufficient bond for BROKER and/or any Intended Beneficiary, in accordance with the Provisions of the Florida Rules of Civil Procedure, to enforce this Agreement by requesting injunctive relief. In the event ASSOCIATE shall breach this Agreement, the running of the period of the restrictions set forth in this Agreement shall be tolled during the continuation of any such breach or breaches and the running of the period of such restrictions shall continue or commence again only upon compliance by ASSOCIATE with the terms of this Agreement.

IX. AGREEMENT AND REPRESENTATIONS OF ASSOCIATE

- a) It is BROKER's policy to fully support equal opportunities in housing, and the laws and principles pertaining thereto, and ASSOCIATE agrees to and shall conduct his or her endeavors in full and total compliance therewith and in furtherance of BROKER's policy to strictly abide by such fair housing laws, thereby providing services to buyers and sellers regardless of race, creed, color, national origin, sex, age, gender identity, handicap, or familial status.
- b) While this Agreement is in force and effect, ASSOCIATE shall conduct his or her activities so that at no time will ASSOCIATE be associated with any other firm or entity that is in any manner connected with real estate, or the sale, listing, or marketing therein, and will not receive any commissions or other forms of compensation from any such firm or entity, or anyone else, except by or through BROKER, thereby satisfying the requirements of the laws of the State of Florida.
- c) During the term of this Agreement, ASSOCIATE, agrees that at all times, he or she will comply with all applicable state, local, and federal laws, as well as the rules and regulations of all state, local, or federal agencies or commission and the rules and regulations or codes of ethics of local Board of Realty or associations of which ASSOCIATE or BROKER or both of them are members.
- d) ASSOCIATE agrees to conduct his or her business and regulate his or her habits so as to maintain and increase the goodwill and reputation of both BROKER and ASSOCIATE. ASSOCIATE represents and warrants that, except as may be disclosed in any written materials previously submitted to BROKER, ASSOCIATE has not violated, been charged with violating, nor been investigated in connection with a possible violation of, any of statute, regulation, of code of ethics.

- e) ASSOCIATE agrees to comply with the all local MLS Board requirements, rules and regulations; any and all regulations imposed by any local realtor board; and the rules and regulations imposed by BROKER's internal office policies and procedures. Furthermore, ASSOCIATE agrees to be bound to all provisions of the Realtor® Code of Ethics and all requirements imposed by Florida Law. ASSOCIATE and BROKER agree that ASSOCIATE's violation of any provision of any body of rule or regulation imposed by this paragraph will result in immediate termination of this agreement and with it, ASSOCIATE's relationship to BROKER under this agreement.
- f) ASSOCIATE recognizes and acknowledges the obligation to keep abreast of all legal changes and other issues that affect the real estate industry as they may change from time to time. ASSOCIATE will not commit any act that violates Florida real estate license law.

X. DISPUTE RESOLUTION

- a) This Agreement shall be interpreted and construed under the laws of the State of Florida. BROKER will resolve all disputes between ASSOCIATE and another associate in BROKER's firm.
- b) In any litigation between BROKER and ASSOCIATE, the prevailing party shall be entitled to recover reasonable attorney's fees and costs at levels of proceedings, including appellate levels.

XI. ADDITIONAL PROVISIONS

- a) BROKER and ASSOCIATE acknowledge that this Agreement, including any attachments hereto, constitutes the entire agreement between the Parties. No other representations, warranties, undertakings, or promises, whether oral, implied, or otherwise, have been made by either Party hereto.
- b) This Agreement shall inure to the benefit and be binding upon the successors in interest of BROKER. However, this Agreement is based on the personal services of ASSOCIATE and ASSOCIATE shall not delegate or assign any of ASSOCIATE's rights or duties hereunder without the prior written consent of BROKER.
- c) This Agreement supersedes all prior agreements between the Parties, written or oral, or otherwise. Neither this Agreement nor any attachments or schedules attached hereto shall be further amended except by written agreement signed by both BROKER and ASSOCIATE.

- d) This Agreement and performance of the obligations imposed upon the Parties hereunder, shall be interpreted and governed by the laws of the State of Florida and the parties agree that the exclusive venue relating to this agreement shall be Orange County, Florida.
- e) If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction or to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, waived, or invalidated.
- f) The waiver by any Party of a breach or threatened breach of any of the terms of this Agreement shall not be construed as a waiver of any subsequent breaches by any Party, or as an amendment or modification of the terms of this Agreement.

Signed and executed this ____ day of _____, 20 ____.

BROKER: _____

Signature: _____

ASSOCIATE: _____

Signature: _____

DBPR RE-2050 – Request for Change of Status

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 1940 North Monroe Street
 Tallahassee, FL 32399-0783
 Customer Contact Center: 850.487.1395
 FAX: 850.488.8040
www.myfloridalicense.com/dbpr

CHECK ACTION(S) REQUESTED
Transaction Type: <input checked="" type="checkbox"/> Become Active – no charge <input type="checkbox"/> Become Inactive – no charge <input type="checkbox"/> Add/Delete Trade Name – no charge <input type="checkbox"/> Become Sole Proprietor – no charge (Forms 2050 & 0080 required) <input type="checkbox"/> Change Broker/Owner Employer – no charge <input type="checkbox"/> Terminate Employee – no charge <input type="checkbox"/> Add/Delete PA or LLC - \$30.00 fee required – see F.S. 475.161 <input type="checkbox"/> Request for Multiple License - \$95.00 <input type="checkbox"/> Renew license <input type="checkbox"/> Qualifying Broker (CQ package required) <input type="checkbox"/> Owner/Developer (Forms 2050 & 0080 required)

ASSOCIATE INFORMATION	
License Number	Licensee Name
Contact Information (telephone number or E-Mail address)	

BROKER OR ORGANIZATION INFORMATION	
Broker License Number BK157617	Organization License Number CQ1063548
Broker/Owner Name Maria Flores-Garcia	
Organization Name PREMIER LEGACY REALTY LLC	
Trade Name (if applicable)	Contact Info. (telephone number or E-Mail address) 407-591-2670
Are you now or with the issuance of this license, an officer, director, member, or partner of any corporation, partnership, or L.L.C. which acts as a broker? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If yes, please list name of entity	

ATTEST STATEMENT	
REQUIRES SIGNATURE OF BROKER AND ASSOCIATE* (Except for Add/Delete PA or LLC – which may be signed by the licensee)	
I affirm that I have provided the above information completely and truthfully to the best of my knowledge.	
Broker/Owner Sign Here: _____	Date: _____
*Broker signature not req. for Assoc. inactive status or add/delete PA –LLC	
Print Broker/Owner Name: _____	
Associate Sign Here: _____	Date: _____
*All Associate requested changes require signature	

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <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) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
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	-		-							
or										
Employer identification number										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 10%; height: 25px;"></td> <td style="border: 1px solid black; width: 10%; height: 25px;"></td> <td style="text-align: center; width: 5%; font-size: 12px;">-</td> <td style="border: 1px solid black; width: 10%; height: 25px;"></td> <td style="border: 1px solid black; width: 10%; height: 25px;"></td> <td style="border: 1px solid black; width: 10%; height: 25px;"></td> <td style="border: 1px solid black; width: 10%; height: 25px;"></td> <td style="border: 1px solid black; width: 10%; height: 25px;"></td> <td style="border: 1px solid black; width: 10%; height: 25px;"></td> <td style="border: 1px solid black; width: 10%; height: 25px;"></td> </tr> </table>			-							
		-								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Premier Legacy Realty

RECURRING PAYMENT AUTHORIZATION FORM

Please complete the Credit Card information section below and sign the form. All requested information is required. Upon approval, we will automatically charge your credit card for the yearly fee amount along with any other fees that may be applicable to Premier Legacy Realty, LLC. Your total charges will appear on you monthly credit card statement. You may cancel using this card at any time by contacting us via email at info@larosakissimmee.com or by submitting a new form.

AGENT INFORMATION

Name: _____

Billing Address FOR THIS CARD: _____

Phone Number: _____ License Number _____

My signature indicates that I have read and agree to the terms and conditions of my relation as an Agent with Premier Legacy Realty, LLC. I understand that my yearly payment method will remain in effect as long as I am an agent with Premier Legacy Realty, LLC. I understand that I need to notify Premier Legacy Realty, LLC in writing at info@larosakissimmee.com when I leave the agency, or I am no longer an Agent with them. I will contact Premier Legacy Realty, LLC, if changes are necessary. I authorize this card to be used for all recurring yearly fees.

CREDIT CARD INFORMATION

Card Type: Mastercard Visa Discover American Express

Card Holder Name: _____

Card Number: _____

Expires: _____ CVV Code: _____ Zip Code: _____

Customer Signature: _____ Date: _____

I authorize Premier Legacy Realty, LLC to automatically bill the card listed above as specified:

Product/service description: **Annual Membership (Yearly)**

Recurring amount: **\$199.00**

Frequency: Once Daily Weekly Twice/month Monthly Yearly

Star on: ___/___/___ End on: ___/___/___ No end Date