



AGENT APPLICATION FORM

Name: _____ Social Security: _____

Street Address: _____ County: _____

City: _____ State: _____ Zip: _____ Birth Date: _____

Agent License: _____ Drivers License: _____

Name of auto insurance carrier: _____

Home Phone: _____ Cell Phone: _____

Office Phone: _____ Fax Number: _____

Personal website address, if any: _____

E-Mail Address: _____ Pager: _____

If you would like to use IBR's e-mail address (xxx@IBRrealty.com) for \$2/month, please complete:

User name (BSmith, BobSmith, etc.): _____ Password: _____

How did you hear about IBR Realty?

If you found us through referral, what is the name of the agent that referred you?

What is the primary real estate board you are a member of?

Are you a member of any other real estate boards? If so, please indicate which ones.

What languages do you speak? May we include that information on our website? Yes No

Are you currently involved in a dispute or litigation involving a real estate transaction?

Have you ever lost your license or had it suspended for any reason? Yes No If so, please be specific:

Have you ever been convicted of a felony in this state or any other state?



INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 20____ by and between Independent Brokers Realty, LLC, hereinafter referred to as BROKER, and _____ hereinafter referred to as SALESPERSON.

WHEREAS, Broker is engaged in business as a Real Estate Broker in the City of Chanhassen, County of Carver, Minnesota, and is duly licensed to sell, offer for sale, buy, offer to buy, list or solicit prospective purchasers, negotiate the purchase, sale or exchange of real estate, negotiate loans on real estate, lease or offer to lease, and negotiate the sale, purchase or exchange of leases, rent or place for rent, or to collect rent from real estate or improvements thereon for another or others, has and does enjoy the good will of, and a reputation for fair dealing with the public, and

WHEREAS, Broker maintains an office in said City and County, properly equipped with furnishings and other equipment necessary and incidental to the proper operation of said business, and

WHEREAS, Salesperson is now and has been engaged in business as a real estate salesperson of a broker, duly licensed by the State of Minnesota, and has enjoyed and does enjoy a good reputation for fair and honest dealing with the public as such, and

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained, it is understood and agreed as follows:

(initial)

- _____ 1. It is agreed that the Salesperson's principal place of operation shall be either their home office, or their independent office location.
- _____ 2. The Salesperson agrees to read and be governed by the Code of Ethics of the National Association of Realtors, the real estate law of the State of Minnesota, and the by-laws of the local real estate board, including any future modifications or additions thereto Salesperson agrees to obtain and make themselves knowledgeable of said Code of Ethics, plus state & local laws and by-laws.
- _____ 3. The Salesperson agrees to work diligently and with his or her best efforts to sell, lease or rent any and all real estate listed with the Broker, to solicit additional listings and customers of the Broker, and otherwise promote the business of serving the public in real estate transaction to the end that each of the parties hereto may derive the greatest profit possible.
- _____ 4. The Salesperson agrees that brokerage fees for services rendered in the sale, rental, trade or leasing of real estate shall be those negotiated by and between the Broker, Salesperson, and Seller and/or Buyer. It is, therefore, mutually agreed between the said Broker and Salesperson that the amount of the commission split shall be _____% to Salesperson, and _____% to Broker OR _____ per transaction.
- _____ 5. The Salesperson agrees to promptly pay all his/her expenses incurred in the listing and selling of real estate, including, but not limited to:
 - Monthly IBR fee, \$_____, paid to main office.
 - Initial Set-up Fee, \$50.00, paid to main office.
 - Personal expenses including:
 - Mandatory MLS dues, fees, and surcharges.
 - Sign generation and installation.
 - Business cards, letterheads, etc. as needed by Salesperson.
 - Those forms, e.g. Listing Agreements, that are published by the appropriate Real Estate Board or Association (ZipForms).
 - Any advertising Salesperson chooses to do.
 - Any other expenses incurred by the Salesperson.
- _____ 6. The Salesperson agrees to pay \$245 Broker's Administrative Commission per transaction. This fee may be charged to the client, if signed approval is granted by the client via a Listing Agreement or an Exclusive Right to Represent Buyer contract.
- _____ 7. The Salesperson agrees to allow the Broker the right to withhold funds from Commission checks earned by said Salesperson to pay any unpaid expenses incurred by said Salesperson.
- _____ 8. The Salesperson agrees that they have authority to negotiate brokerage fees with each individual client. These fees may be different than those advertised by the company.
- _____ 9. The Salesperson agrees the brokerage fee is based on a minimum of 2.3% of the sales price on a listing sale or the posted MLS payout for a buyer sale, even if the Salesperson chooses to forfeit or adjust their portion of the commission.
- _____ 10. The Salesperson agrees that they have the authority to rebate some or all of their commission to the client. However, the brokerage fee is based on the gross sales price, not the net to the agent.
- _____ 11. The Salesperson agrees to pay selling agent a minimum of 2.7% of the sale price on all listings advertised in MLS. The payout to sub-agents is "0" because Independent Brokers Realty does not recognize sub-agency in any situation.
- _____ 12. The Salesperson agrees that all services performed by the Salesperson shall be remunerated solely by way of commission, herein above described as the commission split (or brokerage fee).
- _____ 13. The Salesperson agrees that in no case shall the Broker be liable to any Salesperson for any brokerage fee not collected, nor shall any Salesperson be personally liable for any brokerage fee not collected.

(initial)

- _____ 14. The Salesperson recognizes that all fees shall be promptly divided upon collection of same. The Salesperson agrees that it is his/her duty to arrange to have all commission checks split at closing (between our company and the other company, not between Salesperson and Broker).
- _____ 15. The Salesperson agrees to maintain his/her mailbox, email and voice mail, if applicable, and is responsible for information transmitted there by Broker and/or main office personnel.
- _____ 16. The Salesperson recognizes that this agreement does not constitute a hiring by either party. The parties hereto are and shall remain independent contractors bound by the provisions thereof. Salesperson will not be treated as an employee with respect to services performed for federal or state tax purposes.
- _____ 17. The Salesperson agrees that he/she is under the control of the Broker as to their work only, and not as the means by which such work result is accomplished.
- _____ 18. The Salesperson agrees that this agreement shall not be construed as a partnership, and that the Broker shall not be liable for any obligations or liabilities incurred by the Salesperson, including, but not limited to, any physical accidents which may occur to Salesperson or his/her customers, clients, others, or to the Salesperson's or others property.
- _____ 19. The Salesperson understands and agrees that they hold no ownership position, claim, or portion of Independent Brokers Realty LLC, whatsoever, no matter the duration of the Salesperson's contract with Independent Brokers Realty LLC.
- _____ 20. The Salesperson agrees that any and all listings of property, and all undertakings in connection with the real estate business shall be taken in the name of the Broker. Such listings shall be filed with the Broker, at the Chanhassen office after receipt of same by the Salesperson. This includes Purchase Agreements on behalf of Buyers. If no file is delivered to the main office within three days of signing, a fee of \$100 will be incurred and this charge will be collected at the time of the failure to comply. In addition, final closing documents must be submitted to the main office within two weeks of the transaction closing date. Failure to do so will result in a \$100.00 fine.
- _____ 21. The Salesperson agrees that all Earnest Money checks MUST BE DELIVERED, OR OVERNIGHT EXPRESSED, to the Chanhassen office by the second business day after final acceptance date of sale. Failure to comply could result in the loss of your license, dismissal from this Brokerage, or a \$100.00 fine.
- _____ 22. The Salesperson agrees to write on the Listing Contract, before it is signed by the sellers, that it can be canceled by either party, at any time, for any reason during the listing period.
- _____ 23. The Salesperson agrees to abide by all the Policies and Procedures of Independent Brokers Realty LLC which are attached hereto and become a part of this contract.
- _____ 24. The Salesperson agrees that they shall not practice any real estate whatsoever until the Salesperson's license has been physically received by the Broker, unless this is an automatic transfer.
- _____ 25. The Salesperson agrees, in the event of a disagreement between Salesperson and the Broker with regard to this agreement, to submit such disagreement to the local real estate board for binding arbitration.
- _____ 26. The Salesperson agrees to promptly inform the Broker of any threatened legal action on any transaction. The Salesperson shall be responsible for an amount up to \$2500 for defense in a legal action.
- _____ 27. The Salesperson agrees that all advertising of homes for sale must be in accordance with Regulation Q. All other advertising, no matter the media, must be approved by the Broker PRIOR to being submitted to the media.
- _____ 28. The Salesperson must keep current with IBR bills, which are due upon receipt. Any Salesperson with an outstanding balance of more than 90 days will be placed on probation. Voice mail, the appointment desk and web site privileges will be withheld until the account is current. Non-payment of IBR bills will result in termination of this contract and the Salesperson's license will be returned to the State of Minnesota. Reinstatement of services will be subject to a \$50.00 set-up fee.
- _____ 29. The Salesperson must notify the main office of any changes in address, telephone numbers or pager number.
- _____ 30. The Salesperson agrees to refrain from the use of a cellular/mobile phone where prohibited by law. The Salesperson also acknowledges that it is against IBR policy to use a cellular/mobile telephone while operating a motor vehicle.

**Having read and understood the above Independent Contractor Agreement, including Policies and Procedures,
I herewith agree to and freely sign this document.**

INDEPENDENT BROKERS REALTY LLC (IBR)

KEVIN SHARKEY, BROKER

DATE

SALESPERSON

DATE



IBR POLICIES AND PROCEDURES

Reference IBR Buyer and Listing Checklists (attached) to insure your files are compliant with IBR Policies and Procedures. The forms can also be found at www.IBRrealty.net under Agent Materials. See below for special sales circumstances.

BUYING OR SELLING YOUR OWN PROPERTY:

1. If an IBR agent is selling or purchasing a home for their personal, homestead residence, IBR does not collect any commission from the agent on the sale, but will collect \$245 administrative fee.
2. If an IBR agent is buying or selling an investment property, second home or cabin, IBR will collect either 10% of the payout when buying, or 10% of 2.3% when selling. If the IBR agent has elected the \$650/transaction commission option, the agent will owe \$650.
3. If an IBR agent is selling his/her property, and the property meets the definition of **Personal Use Residential Property** (a primary or seasonal residence that was owned for at least 6 months prior to the date of sale), appropriate disclosures must be accepted in writing prior to the closing date and included in the file submitted to the office. The disclosures must include:
 - a. The property disclosure
 - b. An agency representation disclosure
 - c. An ownership interest disclosure. The ownership interest disclosure can be an addendum to the Purchase Agreement or a section in the agreement that discloses the ownership interest of the agent.
4. If an IBR agent is selling his/her property, and the property does not meet the definition of **Personal Use Residential Property**, the file must include the following, all accepted in writing prior to the closing date:
 - a. The property disclosure
 - b. An agency representation disclosure
 - c. An ownership interest disclosure. The ownership interest disclosure can be an addendum to the Purchase Agreement or a section in the agreement itself that discloses the ownership interest of the agent.

And, in addition:

- d. A home warranty policy must be purchased (a copy of the receipt to be included in the file)
- e. A written property inspection report must be issued (a copy of the inspection report to be included in the file)
- f. The property cannot have been constructed/developed by any insured or any business entity in which any insured has an ownership interest.

REBATING COMMISSION TO YOUR CLIENT:

If an agent chooses to rebate some of the commission back to the client, it will be out of the agent's portion of the commission. IBR is to receive 10% of the total based on the gross sale price, not 10% of the net to the agent. If the IBR agent has elected the \$650/transaction commission option, the agent will owe \$650.

FORFEITING OR ADJUSTING YOUR COMMISSION:

If an agent chooses to forfeit or adjust his/her portion of the commission, and the IBR agent has chosen the \$650/transaction commission option, the agent will owe the brokerage \$650 in all cases. If the IBR agent has chosen the 90/10% commission structure, IBR's brokerage fee of 10% is due at closing and is based on a minimum of 2.3% of the sales price for a listing sale and the posted MLS payout for a buyer sale. See the following examples for further clarification:

1. If an agent sells a listing for \$100,000 and is not charging a commission, the agent owes 10% of 2.3% or \$230 to IBR at closing.
2. If an agent brings an offer to a FSBO listing and the seller is paying out 2%, the agent should account for IBR's brokerage fee of 10% of 2.3% and either negotiate with the seller to receive the additional .3% or take it from the agent's portion of the commission.
3. If an agent receives a 4% commission, IBR receives 10% of 4%.
4. If an agent works as a facilitator and charges \$500 for the transaction, add 10% of 2.3% of the sales price to accommodate the brokerage fee.



IBR LISTING CHECKLIST

List Property:

- Did you construct/develop this property? If so, another agent must list it for you. **
- Fax file to office
- Listing Contract*
- IBR Seller's Estimated Expense Sheet (Net Sheet)*
- Agency Relationships in Real Estate Transactions form* **
- Seller's Property Disclosure Statement or Seller's Disclosure Election* **
- Enter property listing on MLS
- Showing Instructions
- Order sign installation

Listing Sells:

- Enter showing status change on Showing Solutions website (MAAR agents only)
- Enter as "pending" in MLS
- Earnest money delivered to office by 2nd business day, 2:00 pm
- Purchase Agreement*
- Ownership Interest Disclosure **
- Seller's Property Disclosure Statement or Seller's Disclosure Election signed by both parties* **
- Proof of purchase of Home Warranty Policy ** (may not apply -- see IBR Policies and Procedures)
- Written Property Inspection Report ** (may not apply -- see IBR Policies and Procedures)
- Complete necessary paperwork for closing and send file to the title company
- Authorization to Disburse Commission form to title company
- Other pertinent documents to office*

Listing Closes:

- Order sign removal
- Pick up lock box and sold sign
- Enter as "sold" in MLS and provide a printout for the file*
- HUD Statement*
- IBR Sales Report completed*
- Broker's Administrative Commission included*

* All items must be presented to the office before the file can be closed and commission checks can be disbursed.

** Additional items required when selling IBR agent-owned property. Refer to the IBR Policies and Procedures for more information.



IBR BUYER CHECKLIST

Buyer Sale:

- _____ Fax/deliver file to Chanhassen office within 72 hours of signed agreement:
- _____ Buyer Contract*
- _____ Copy of Purchase Agreement*
- _____ Agency Relationships in Real Estate Transactions form*
- _____ Seller's Property Disclosure Statement or Seller's Disclosure Election
signed by both parties*
- _____ Any other pertinent documents to office*
- _____ Check on loan & title work

Buyer Sale Closes:

- _____ HUD Statement*
- _____ IBR Sales Report completed*
- _____ Broker's Administrative Commission included*

*All items must be presented to the office before the file can be closed and commission checks can be disbursed.



MINNEAPOLIS AREA Association
of REALTORS®

REALTOR® Change Form

BROKER OR OFFICE MANAGER MUST SIGN UNDER SIGNATURE AREA

Member Profile

Date _____
 First Name _____ Last Name _____ Middle Name _____
 Membership/MLS Number _____ Office ID # _____
 Office Name _____

Member Changes

CHECK APPROPRIATE BOX(ES)
 Transfer (complete this section if an agent is transferring from one office to another)
 Transferring from (old office) _____ MAAR Office ID # _____
 Transferring to (new office) _____ MAAR Office ID # _____
 New Office Address _____ New Email _____
 City _____ State _____ Zip _____ County _____

Office Changes

Change Personal Information (complete this section if your personal information is changing in any way)
 Name _____ Email _____
 Street Address _____
 City _____ State _____ Zip _____ County _____
 Preferred Phone _____ Office Direct Phone _____
 Mobile Phone _____ Home Phone _____

Change Office Information (complete this section if your office information is changing in any way)
 Old Office Name _____ MAAR Office ID # _____
 New Office Name _____
 New Address _____
 City _____ State _____ Zip _____ County _____
 Office Phone _____ Fax _____
 Website _____ Email _____

Terminations

Brokers – Check the appropriate box below to terminate an agent; license must be returned to the Minnesota Department of Commerce. If this agent holds an eKEY, please have the agent contact our Supra department to arrange termination. Supra will continue to bill DisplayKEY holders until their DisplayKEY and cradle are returned to the association.

Reason for Termination – please check the appropriate box(es):

<input type="checkbox"/> Transferred to another office/association	<input type="checkbox"/> Did not pay dues	<input type="checkbox"/> Retired
<input type="checkbox"/> Transferred to a non-REALTOR® office	<input type="checkbox"/> Unsure, cannot reach	<input type="checkbox"/> Deceased
<input type="checkbox"/> Transferred to an LFRO entity	<input type="checkbox"/> Military leave	
<input type="checkbox"/> Left real estate industry	<input type="checkbox"/> Putting license on hold	

Broker Only

Print Your Name Clearly _____
 Signature of Broker/Manager _____

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
		+		+					

or

Employer identification number									
		+							

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

Part II Certification

Under penalties of perjury, I certify that:

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. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.



INDEPENDENT BROKERS REALTY LLC Automatic Credit Card Billing Authorization Form

Please complete the Credit Card Information section below and sign the form. All requested information is required. Upon approval, we will automatically bill your credit card for the amount indicated and your total charges will appear on your monthly credit card statement.

AGENT INFORMATION

Agent name _____ Phone _____ - _____ - _____

PAYMENT INFORMATION

I authorize INDEPENDENT BROKERS REALTY LLC to automatically bill the credit card listed below each month to cover my monthly balance:

Start billing on: ____ / ____ / ____

Billing will end when agent provides written cancellation

Fax 952-548-1898 or e-mail marcies@IBRrealty.com

CREDIT CARD INFORMATION (To be completed by agent)

INDEPENDENT BROKERS REALTY LLC accepts the following credit cards: **Visa, MasterCard, American Express**

Credit card type: VISA MASTERCARD AMERICAN EXPRESS

Credit card number: _____ Expires: ____ / ____ / ____

Cardholder's name: (as shown on credit card) _____

Cardholder's Zip code from credit card billing address (required) _____

Agent's signature: _____ Date: ____ / ____ / ____



MINNEAPOLIS AREA Association
of REALTORS®

RMLS Access Application

FOR OFFICE USE ONLY

Member # _____

Office # _____

NRDS # _____

Amount Paid \$ _____

Date Added _____

Date Called _____

I hereby apply for membership in the Minneapolis Area Association of REALTORS®. I agree to abide to the Rules and Regulations of the Minneapolis Area Association of REALTORS® and the Duty to Arbitrate. I understand that these governing documents may amend from time to time. I further consent and authorize the association to transfer the information in my membership file to any other real estate association. I certify, that to the best of my knowledge the following information is true:

Name as shown on license _____

License # _____

Date of Birth (Month/Day/Year) _____

Broker _____ Salesperson _____ Office Name _____

Office Address _____

City _____ State _____ ZIP _____

Office Phone _____ Office Fax _____

Home Address _____

City _____ State _____ ZIP _____

Home Phone _____ Home Fax _____

Primary REALTOR® Association _____

Cell Phone _____ Email _____

Preferred Contact Number Office Home Cell Other (please specify) _____

Signature _____ Date _____