

Welcome to Michigan Professional Center LLC.

We are a Michigan real estate brokerage dedicated to serve as your license holding and referral earning company.

Included, you'll find our Independent Contactor Agreement. Please review, complete and return to our office. We will also need a copy of your real estate license, social security card and voided check (or proof of account).

To complete the process, you'll need to log into your MiPlus account to transfer your real estate license to our holding company. Broker ID is: 6505423887

Log in to your account at www.michigan.gov/MiPlus.

Choose Transfer License.

Choose Michigan Professional Center LLC as your new employing broker.

The charge to transfer your license is \$10.00 payable to the State of Michigan.

It's that easy.

Our company will receive an email from the state asking us if we agree to accept your transfer. Once you have transferred your license with the state, completed these documents and paid the \$75.00 fee to hold your license (we'll charge the amount to your banking account), you're all done.

Let me know if you have any questions.

John Henderson
616-292-3700

Michigan Professional Center LLC Independent Contractor Agreement

Agent Name _____ License # _____

Phone _____ Email _____ SS Number: _____

ACH Agreement: All agent commissions and annual fee of \$75 will be paid and/or withdrawn from my bank account:

Name of Banking Institution: _____

Transit / ABA Routing Number (9-digit number): _____

Checking Account Number: _____

I hereby agree to the terms of this contract and the ACH Agreement.

Agent Signature / Date _____

Michigan Professional Center LLC, a Michigan limited liability company operating under the brokerage license 6505-423887 (hereafter known as "Broker"), is a real estate broker licensed with the State of Michigan. Applying agent/associate broker is a licensed salesperson or associate broker with the State of Michigan (hereafter known as "Agent"). Broker agrees to act as Agent's real estate broker and Agent agrees to affiliate with Broker as a real estate agent in accordance with the laws and regulations governing real estate brokers and agents in the State of Michigan. The parties desire to associate for their mutual benefit, on the terms and conditions of this agreement:

PURPOSE: Michigan Professional Center LLC is a NON-TRANSACTIONAL brokerage created solely as a 1) holding company for MI licensees, 2) receiving and sending referrals 3) providing Continuing Education. All real estate related transactions must be referred to a licensee outside of brokerage.

TERM: The term of this agreement will commence on the date of Agent's license is assigned to Broker on the records of the State of Michigan and a pocket card is issued in Broker's name, and it will continue until it is terminated by written notice of either party.

RELATIONSHIP: Agent shall at all times be an independent contractor and not an employee of the Broker. Without limiting the generality of the foregoing, Agent is not to be treated or otherwise considered an employee for federal income tax purposes, worker's compensation or unemployment insurance purposes. Broker will not be withholding or paying on behalf of the Agent or Associate Broker any amount relating to federal, state, local income taxes, unemployment insurance or benefits, or worker's compensation. Agent is exclusively responsible for the timely reporting and payment of all income taxes and governmental liabilities resulting from the performance of services under this agreement.

FEES & COMMISSIONS: Agent will pay fees determined by the State of Michigan to transfer or renew licenses. Agent will pay Broker an annual license holding fee of \$75.00. Any prepaid fees are not pro-ratable nor refundable.

Agent will receive 75% of all income earned according to their referral agreement.

In the event that two or more salespersons participate in a service, or claim to have done so, the amount of the commission or fee in excess of that owed to the Broker shall be divided among the participating salespersons according to the agreement among them or in the absence of such agreement, by sole decision of the Broker.

All commissions or fees collected by Broker shall be held in trust for Agent and Broker to be divided and paid according to the terms of this agreement. All payments to Broker shall be paid without any deductions by Agent at Broker's principal office located at 6672 Riga St NE Rockford, MI 49341, or at such other place as Broker may designate in writing. Broker may withhold any amounts due Broker from any commissions due Agent. In no event shall Broker be personally liable to the Agent for the payment of any commissions or fees, nor shall Agent be personally liable to Broker for any commissions or fees (unless misdirected to a party other than Broker by Agent). Agent hereby grants to Broker a security interest in all of Agent's commission and fees now or hereafter earned to secure the repayment of any amounts due Broker from Agent, or any action arising from Agent's actions, inaction or errors, etc, including but not limited to those amounts arising under this contract.

The division and distribution of any earned commission or fee which may be paid to or collected by either party shall take place as soon as practicable after collection of

such amounts. All personal/company checks will be held until cleared by the bank. All commissions received/cleared by Broker by 5pm on any Monday will be paid to Agent by noon on the following Friday. Agent agrees that Broker may establish and change from time to time the required documentation to be turned into Broker for any transaction. No commission will be paid to any agent until all appropriate documentation is submitted to broker. Any commissions stale-date beyond 60 days from the date of closing without the appropriate closing documentation submitted will be forfeited to the company.

If any ACH or check written by Agent or referring broker to Broker is returned to Broker for insufficient funds, a closed account, or similar reason, then Agent must pay the Broker, in addition to any other charges specified in this agreement, a \$35 return check charge to cover Broker's administrative and other expenses each time a check is returned (in addition to any other charges allowed by law).

RESPONSIBILITIES OF BROKER: During the term of this agreement Broker will manage, maintain and archive all records related to Agent's license and referrals, provide detailed accounting for all monies received and paid and provide Agent with annual documentation of earnings. Broker will be available to Agent during normal working hours to offer advice related to the handling and management of licenses and referred transactions. Broker will provide online training opportunities, regular management meetings and continuing education courses. Broker will NOT maintain a standard policy of errors and omissions insurance, Agent State of Michigan license fees, MLS fees, NAR, MAR or local board dues. Broker shall have no obligation to furnish Agent with an office, telephone service, voice mail, office supplies, postage, furniture or any other equipment. Broker shall not be liable to the Agent for any expenses incurred by the Agent, or for any of Agent's acts or omissions.

RESPONSIBILITIES OF AGENT: Agent is responsible to maintain, renew and pay for licensing directly to the State of Michigan. Agent is responsible to maintain the minimum required continuing education classes as defined by the State of Michigan. If Agent seeks continuing education courses other than those provided by Broker, Agent is responsible to determine whether courses are recognized and certified by the State of Michigan and pay for those courses.

Agent agrees to conduct his or her referring business and regulate his or her habits

so as to maintain and to increase the good will and reputation of the Broker and the Agent, and the parties agree to abide by all laws, rules and regulations, and codes of ethics that are binding upon or applicable to the positions held by each party. Agent shall fully comply with all rules and policies of Broker, the State of Michigan. Agent shall have no authority to bind the Broker by any promise or representation, unless specifically authorized in writing by Broker in a particular action. While performing duties as a licensed real estate agent, Agent will not advertise or hold themselves out as a provider of real estate transactions or additional services or products under the brokerage (including but not limited to title/closing services, lender, alternative financing provider, inspector). When engaging in referral related business, Agent may use a motor vehicle at his or her expense when necessary to carry out the duties of the Agent under this agreement. Agent agrees to maintain liability insurance on the automobile in a form and by an insurance carrier acceptable to the State of Michigan having minimum limits of \$100,000 for each person and \$250,000.00 for each accident with a property damage limit of not less than \$100,000. Broker may adjust the minimum amounts of insurance required under this paragraph upon thirty (30) days prior written notice to Agent. Agent shall immediately notify Broker of any claim or incident which may give rise to an insurable event under the errors and omissions insurance policy, or automobile liability insurance policy.

TERMINATION: This agreement may be terminated by either party, with or without cause, upon fourteen (14) days prior written notice given to the other party. The rights of the parties to any charges, commissions or fees, or other rights which accrued prior to termination of this agreement, shall not be divested by the termination of this agreement

GENERAL: The referral commissions and other fees charged for any services performed under this agreement shall be determined exclusively by Broker. Broker shall advise Agent of any special agreement relating to any particular agency or non-agency relationship. Actions to collect commissions or fees shall be maintained only in the name of the Broker, and the Agent shall be construed to be a sub-agent only, with respect to the client/customer for whom services have been performed.

The expense of any attorneys fees, costs, legal actions, and the like which must, by reason of some necessity or practicality, be paid from the commission or fees collected from a transaction, or paid to collect such commission or fees, shall be

charged against and paid by the parties in the same proportion as provided for in the division of commissions or fees.

Whenever in this agreement a provision is made for notice of any kind it shall be deemed sufficient notice and service if such notice to Agent is in writing addressed to Agent at his last known post office address on file with the Department of Licensing of the State of Michigan, and deposited in the mail, certified mail, return receipt requested with postage prepaid, and if such notice to Broker is in writing addressed to Broker at 6672 Riga St NE Rockford, MI 49341, and deposited in the mail, certified or registered mail, return receipt requested, with postage prepaid.

All rights and remedies of Broker hereunder shall be cumulative and none shall be exclusive of any other rights and remedies allowed by law. This agreement and its attachments constitute the entire agreement of the parties on the subject matter of this agreement; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force and effect. This agreement cannot be changed, modified or discharged orally but only an agreement in writing, signed by the party against whom enforcement of the charge, modification or discharge is sought. One or more waivers of this agreement's provisions by Broker shall not be construed as a waiver of subsequent breach of the same provision, and the consent or approval by Broker to or of any act by Agent requiring Broker's consent or approval shall not be deemed to waive or render unnecessary Broker's consent or approval to or of any subsequent similar act by Agent.

If Broker commences an action or asserts a counter claim against Agent arising out of or in connection with this agreement, or the collection of any indebtedness owed Broker from Agent, and Broker shall prevail in the action or counter claim, Broker shall be entitled to have and recover from Agent reasonable attorneys' fees and costs of suit.

Agent agrees to indemnify, hold harmless, and defend Broker against all costs, expenses, attorneys fees, liabilities, losses, damages, suits, penalties, claims, and demands, including without limitation, any claim for damages, loss, injury, death, asserted against and/or incurred by Broker, and arising from: A) The use of Agent's vehicle, or Agent's operation of any other vehicle; B) Any other act or omission of Agent, or of other person acting at the direction of Agent, to the extent not fully covered and defended by any insurance required by this agreement; or C) Any

breach of this agreement by Agent, including without limitation, any failure to pay Broker any amount required to be paid under this agreement. Broker shall have the right to select the attorney who defends Broker under this indemnity. Any amounts arising from the indemnity shall be due upon demand from Broker. The provisions of this section shall survive the termination of this agreement.

Any controversy or claim between the Broker and Agent arising out of or related to this agreement or the breach of this agreement, may, at the option of the Broker, be settled by arbitration which will be conducted by an arbitrator of either the West Michigan Chapter of the Better Business Bureau (“BBB”) under the Better Business Bureau Arbitration (Binding) rules or the American Arbitration Association (“AAA”) under its real estate industry rules. Broker will select the forum to be used. The signing of this agreement, Broker and Agent agree that they are respectively giving up any right to file suit and to have a trial by a judge or jury of the claims submitted to arbitration. The award rendered by the arbitrator will be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. The parties will equally share the cost of the AAA arbitration.

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