

Business Development Agreement (rev 3.2.2009)

I) It is agreed this _____ day of _____ 20__ by and between The Results Group, (hereinafter referred to as TRG) as affiliate of coach, and _____ (Hereinafter referred to as Coach) and _____ a licensed real estate agent in _____ (Hereinafter referred to as Client) that in exchange for Coach's assistance in developing, building and growing Client's business:

II) Client will pay, an initial set up fee of \$100.00 as part of complete submission of this agreement. Invoice to be forwarded via email upon client's returning of signed copy of this agreement. TRG will support coach and will assist with billing, invoicing and the like on coach's behalf. All parties understand and acknowledge that Coach will, in all likelihood, invest considerable time and resources during the initial 3-9 month period it typically takes to assist client in creating substantial, consistent revenue. Coach is willing to make this investment based upon client's representation that they will, in good faith, commit to the activities, systems, schedule, disciplines and the like suggested by Coach.

III) Coach shall be entitled to a business development fee as outlined in the table below. This fee shall be due and payable on client's gross real estate income received or generated during the term of this agreement. Including but not limited to: income earned from each listing taken during the term of this agreement; income created from the pending or opening of escrow on any transaction during the term of this agreement; income received as referral fees, marketing fees, transaction fees, consulting fees, etc. Client shall, if requested, provide copy of client's federal tax return each year for verification purposes. Any closings taking place within 30 days of signing of this agreement by client shall be excluded from this training fee.

IV) Client shall be required to email coach prior to missing any scheduled calls of intent to do same. Client's failure to do so shall result in client being billed an additional \$100.00 on the client's next monthly invoice.

V) Client agrees to complete and return monthly production report as provided by Coach no later than the 3rd of each month. This report shall accurately summarize client's activities and results of the prior calendar month. Upon receipt of completed report, TRG will submit on behalf of Coach an invoice for payment by client. This invoice shall include the client's monthly fee as well as a billing for monies owed to Coach based upon client's prior month's activity and income. Client shall have 5 days from date invoice is emailed to client to make payment in full. In the event invoice is not paid or report is not submitted as outlined above, calls shall be suspended until such time as matter(s) has been remedied. All other terms and conditions of this agreement shall stay in tact.

VI) Coach and client agree to initially start with a term and rate as indicated below and the agreement shall automatically renew on a month to month basis thereafter. After the initial term either party may cancel agreement with 30 days written notice. Coach reserves the right to permit client to increase monthly fee and decrease shared risk percentage at any time during this agreement. Said modification will in no case result in client increasing by more than 2 levels during any 12 month period. Upon modification of rate, client's term shall be reset to that originally agreed upon, thereby effectively extending this agreement.

VII) Client authorizes client's Broker, Manager, Team Leader, MCA, OP and/or other necessary entities to direct agreed upon fees to coach, as outlined herein and no further authorization shall be required on any specific transaction. This fee is specifically not to be considered a referral fee; instead it shall be viewed as a business development or educational fee. In the event any payments are not made as agreed client agrees to a \$25/occurrence admin and collection fee.

VIII) In the event client leaves real estate during the term of this agreement, client shall provide coach with statement of same and business development services as outlined herein shall cease. Client shall owe to coach a sum equal to the number of months remaining in the agreement multiplied by \$500.00/mo (Five Hundred dollars each and every month.) This amount shall be treated as a note payable by agent to coach and shall be paid at the rate of 10% of client's gross income from any and all other sources until such time as balance is paid in full. For all intents and purposes this agreement shall, in this instance, serve as a promissory note. Interest at the rate of 1% per month will be applied to all outstanding balances.

IX) Coach agrees to provide client with training and business development guidance as follows:

- * Client shall be scheduled to receive an approx. 30 minute phone call at least 40 times per year. The calls will typically be scheduled to occur on the same day and time each week and will not take place in the event of holidays, trainer's time off for either personal reasons or business related travel. In the event client is unable to attend calls, they may have a substitute attend the call. It is recommended that substitute be a team member, business partner, family member or someone else close to the client.
- * Client is required to record each phone call and to come to each call prepared to discuss the most important issues currently effecting client's business. All materials shared with client are for the exclusive use of client only. Client is not authorized to duplicate or in any manner share materials or recordings unless specifically agreed to in writing by TRG and coach.
- * Client shall be permitted to participate in select group calls conducted by coach and/or TRG.
- * Client shall be permitted to observe additional training calls, seminars and/or webinars, etc conducted by coach and/or TRG in so long as these sessions are not confidential or of a sensitive nature.
- * Client shall have full 100 Club membership as provided by TRG through its affiliation with coach.

X) Client hereby elects a term of _____ months, and a monthly fee of \$_____ plus a shared risk fee of _____% of clients gross real estate related income. Any additional terms and conditions must be in writing and acknowledged by all parties. This agreement is to be considered confidential and the contents herein shall be confined exclusively between the parties hereto. Any breach of this confidentiality shall be considered a malicious act and the offended party may pursue treble damages for any losses incurred from not only this agreement but other agreements which ultimately may be impacted by such breach. **It is expressly agreed to and understood that Kirk Nace is not and has not solicited either directly or indirectly, any Keller Williams associate to engage in consulting, coaching or training.**

Client

Date

Coach

Date

TRG

Date

Shared risk rate schedule

<u>Monthly fee</u>	<u>12 month rate</u>	<u>60 month rate</u>
\$100	15%	10%
\$250	10%	5%
\$400	5%	3%
\$750	2%	1%
\$950	0%	0%

Determine the monthly fee and length of commitment you wish to make to grow your business!

Best Values*

<u>Client's Anticipated GCI</u>	<u>Coaching Investment</u>
\$50k “	\$5,500/yr @ \$250/mo and 60 mo commitment \$7,300/yr @ \$400/mo and 12 mo commitment
\$75k “	\$6,750/yr @ \$250/mo and 60 mo commitment \$8,550/yr @ \$400/mo and 12 mo commitment
\$100k “	\$7,800/yr @ \$400/mo and 60 mo commitment \$9,800/yr @ \$400/mo and 12 mo commitment
\$150k “	\$9,300/yr @ \$400/mo and 60 mo commitment \$11,400/yr @ FLAT FEE OF \$950/MO and 12 mo commitment
\$200k “	\$10,800/yr @ \$400/mo and 60 mo commitment \$11,400/yr @ FLAT FEE OF \$950/MO and 12 mo commitment
\$220k+	\$11,400/yr @ FLAT FEE OF \$950/MO

*please note this assumes a consistent GCI as outlined above. For most clients it is intended that GCI will in fact increase each year! Program is designed to reward clients for making commitment to the highest possible level of monthly fee. This will demonstrate client's desire to grow forward and will save them money simultaneously. Clients who are unsure of their commitment to themselves and their business may “try it out” for a lower monthly commitment, but will ultimately pay more for their results.

Client Business Development application:

Name: _____

Company: _____

Business address: _____

Home address: _____

Cell phone: _____

Home phone: _____

Office phone: _____

Email: _____

Alternative email: _____

DOB: _____

Date licensed into real estate: _____

Closed volume each of last 3 years: _____

Closed transaction count each of last 3 years: _____

Gross earned income each of last 3 years: _____

Your purpose for living: _____

Spouse/partner name and DOB(optional): _____

Anniversary (optional): _____

Children names and DOB (optional): _____
