

The Vaughan Company Realtors
Welcomes You To:

The Journey To Mastery™

Quality is never an accident. It is always the result of intelligent effort.
There must be the will to produce a superior thing.
—John Ruskin

Quantum Management Systems Conditional License Agreement

By using the materials containing The Journey To Mastery™ Program training manuals and associated materials, you accept the terms of this agreement. If you do not agree to the terms of this agreement, please promptly return materials to the site manager.

Conditional License

Quantum gives you, the licensee, the right to use the trade name "Quantum Home Tour™," the prescribed procedures contained in the Quantum Home Tour manual along with the attached documentation subject to the following conditions and restrictions:

You, the licensee, are continuously affiliated with the holder of the "site license" (in this case The Vaughan Company Realtors); You conduct all Quantum Home Tours™ in strict accordance with the procedures outlined in the Quantum Home Tour™ Manual. A minimum of two agents participate in the Quantum Home Tour™, each complying with the above standards. Exceptions to this must be in writing by either Quantum Management or Douglas M. Yeaman, The Vaughan Company Realtors.

Proprietary Rights and Obligations

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You shall agree to use the manuals and attached materials for exclusive use in your own business, and if you terminate your affiliation with the site licensee this license will be terminated automatically and without notice. You shall further agree not to disclose the program to anyone other than parties to this agreement. In addition, you agree that any such use must conform to the provisions set forth in the attached manuals and associated materials.

Assignment

You may not transfer the manual or accompanying materials.

Term

The license is effective until terminated. Quantum has the right to terminate your license immediately if you fail to comply with any term of this agreement. Upon any such termination you will destroy the original and any copies and related materials and cease all use of the trademarks.

Entire Agreement

You acknowledge that you have read this agreement, understand it and that it is the complete and exclusive statement of your agreement with Quantum which supersedes any prior agreement, oral or written, and any other communications between Quantum and you relating to the subject matter of this agreement, and that your obligations under this agreement shall inure to the benefit of Quantum's licensors whose rights are licensed under this agreement. No variation of the terms of this agreement will be enforceable against Quantum unless Quantum gives its express consent in writing signed by an officer of Quantum.



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The positive thinker sees the
invisible, feels the intangible
and achieves the impossible.

— Helen Keller

Vision Statement

The Journey To Mastery™ Program is a high-performance environment dedicated to creating excellence and achievement. We are committed to developing growth, optimizing outcomes, encouraging potential and creating conditions where winning is not an event, but an experience for everyone.

In our vision we recognize our mission is to:

1. Enable optimally those who are suited for this career.
2. Enable those who are not to discover it early, appreciate the opportunity, grow from the experience, and go on to their next challenge with dignity and respect for the process. The success of this mission lies in our ability to create a condition in which the truth is told, and to respect each other in doing so.

We are what we repeatedly do, and for us excellence is not an act but a habit. We, the participants in the program, are ordinary people with extraordinary determination. Choice, not chance, determines our outcomes.

We appreciate that it takes courage to push ourselves to places that we have never been before...to test our limits...to break through our barriers.

We are inspired by the invisible, we feel the intangible and achieve the impossible.

Douglas M. Yeaman
Journey To Mastery™
Vision Statement



Thank you for your interest in our company.

Because I want you to give serious consideration to a career in real estate sales with The Vaughan Company Realtors, I am enclosing some information to assist you in understanding our business. I will appreciate the time you take to review this material and feel sure it will help you make a positive decision.

As you may know, a career in real estate can be both financially rewarding and personally satisfying. It is sales professionalism at its best. At the same time it demands hard work, long hours and the capacity to deal with frustration and disappointment. In short, it calls for the highest degree of personal courage, determination and stamina.

We are fiercely proud of the people who represent The Vaughan Company Realtors! In order to qualify, they had to meet the toughest standards possible. They spent numerous hours in training in order to meet rigid licensing requirements and to develop their marketing skills. They are truly exceptional people. We need more like them!

Please read and acknowledge reading each page, and pay special attention to the provisions in the Addendum to the Commission Schedule regarding the Associate's "share" of all listing leads and referrals. If after reading the enclosed information you are interested in discussing a real estate career with our company, your next step in this process will be to sign or initial the Career Development Program materials.

This may be the rare opportunity both of us are looking for.

Good luck in your new career!

Sincerely,

Douglas F. Vaughan, CEO
The Vaughan Company Realtors

What is Real Estate Really Like?



It's what you learn after you know it all that
counts.
— John Wooden

The Plain Facts About a Career in Real Estate

Real Estate

The phrase conjures up soaring property values, solid investments and a shoo-in for those looking for that independent, big-bucks career.

That, however, is the myth. In fact, about half of the people in possession of a real estate license make under \$10,000 a year. The average income is less than \$8,000 per year. And if that isn't discouraging enough, 75% of new licensees drop out of real estate their first year in the business. Of the 25% that survive, 75% again flee the field in the second year.

With conventional methods of orientation and training, the new agent is unlikely to collect a commission within their first nine months. Very few individuals can afford to work without regular compensation. Therefore, in most companies, there is a high turnover. Of those agents that remain, most are not full-time representatives.

Morale becomes a problem because there is no positive feedback or reinforcement of the right kinds of activity. New agents become disenchanted with the real-estate marketing profession.

Avoiding the Pitfalls

Some companies are not very protective of their new agents. The new licensees are sometimes exploited by the seasoned agents. It is not uncommon for the new agents to do all of the "leg work" in exchange for a small wage, but the rewards and profit are reaped exclusively by the seasoned agent. The new agent never develops his or her own leads or clientele. Even assuming that the typical real estate office does not permit the exploitation of new agents, there is still the difficult learning curve that must be overcome. One method of dealing with this slow and difficult learning curve is to work at more than one job, making real estate marketing more of a "hobby" than a profession. This is typical for the industry, but there is another way—a better way—to do things.

The Plain Facts About a Career in Real Estate

Early development is important to your future success. In 1985, Douglas M. Yeaman conducted a study. The study focused on identifying key factors for substantial success in the field of real estate marketing. It was determined that the habits developed in the first six months and the ability to produce quickly were more significant than any other single factor. The study also found that agents who did not open a transaction or write an offer until the second half of their first year were substantially disadvantaged. Less than 15% of the agents in this category ever made it past their first year. It takes approximately 60 days for a transaction to close. This means that if no transactions are opened during the first 90 days, the agent will not receive a paycheck for at least six months. This is typical for the industry.

Fortunately, Not All Real Estate Companies Are Alike

The Vaughan Company is able to truncate this “learning curve” by enabling Associates to become productive and profitable early on. The program combines intensive sales training and orientation with a unique mentoring program. The program is called The Journey To Mastery™ “Program” and it has a proven track record for success.

As an Associate with The Vaughan Company, you will become integrated with The Vaughan Company Realtors Marketing Team. The sales environment will be one of cooperation and mutual support rather than the competitive sales environment of the typical real estate office.

Success takes dedication and commitment. Agents, as well as their spouses and partners, need to be prepared for the rigors of the job. During the most critical period in your career, you must work 3 weekends a month and you will be working between 40 and 48 hours per week. This level of commitment is absolutely necessary for success in the real estate market.

Douglas M. Yeaman, creator of The Journey To Mastery™ Program, comments, “I do not make up the rules, I merely describe the reality of the market. Real estate is a weekend game. There is only one formula for success, and it is part inspiration and part perspiration. ”



Choosing The Right Course

Starting a new career is probably one of the most important decisions that a person can make. Therefore, a great deal of thought should go into your decision to become part of The Vaughan Company Realtors Real Estate Team.

Self Evaluation: **Is a Career in Real Estate Right For You?**

Do you work well with people?

Interpersonal skills are necessary in any career. This is especially true in the field of real estate. As a real estate associate, your ability to relate well with people and to form professional relationships with prospective clients is one of the most important attributes you can possess. You will learn various techniques for qualifying buyers and conducting market analysis. You will also work harder than you ever imagined. The bottom line is that real estate marketing is about people helping people.

Are you willing to take charge of your career?

“Taking charge” means being in control. It is an attitude that generates opportunities for success. It requires motivation, determination and self-discipline. You must be willing to take action. In this field, nothing will happen automatically. It requires purposefully directed action—a conscious decision, and then, an affirmative action, to make it work. Sales techniques, knowledge of property law and financing are not enough to ensure success.

Are you willing to make a commitment?

Once you have made the decision, you must do everything in your power to make it happen. You must give yourself every opportunity for success. This requires getting the best training available. The Vaughan Company Realtors is the right place to start. Here, you will receive the most effective real estate marketing training course available: The Journey To Mastery™ Program.





Why The Vaughan Company Realtors?

The secret of success in life is for a man to be ready
for his opportunity when it comes.
— Benjamin Disraeli

- Image Advantage
- Marketing Advantage
- Personal Marketing Advantage
- Training Advantage
- Advertising Advantage
- Support Advantage
- Recognition Advantage
- Networking Advantage



The Vaughan Company Realtors?

I. Image Advantage

Today The Vaughan Company Realtors casts it's impressive profile over more areas of business than ever before. Research indicates that more than 90 percent of home buyers and sellers give The Vaughan Company Realtors an excellent/good rating in the areas of trust, reputation, reliability and financial strength. Each of them is guided by the Company's values: *Trustworthiness, Customer Focus, Mutual Respect and Winning Attitude*. The Vaughan Company Realtors is a company that represents you well.

Improve your reflection:

You win by association, because our image reflects on you.

When you're with The Vaughan Company Realtors, people are predisposed to working with you. Nine out of ten consumers know The Vaughan Company's name. People trust The Vaughan Company name. Imagine what this kind of consumer familiarity can do to help you build trust and loyalty with both buyers and sellers.

"Our company has developed a culture of support and cooperation for their agents, brokers, staff and top producing agents." —A Top Agent at The Vaughan Company Realtors

II. Marketing Advantage

Our marketing program positions you for success. In today's competitive environment, it helps to have the strength of The Vaughan Company Realtors on your side. As part of one of the nation's leading companies, we learned a long time ago that effective marketing often makes the difference between real success and so-so performance. That's why we make available some of the most recognizable and effective marketing tools in the industry.

In this day and age, when personal commitments and business commitments are often broken, it is good to know there is a company for whom commitment is cast in stone.



Why The Vaughan Company Realtors?

III. Personal Marketing Advantage

We make it easy for you to help yourself to success. The Vaughan Company Realtors Personal Marketing program is the first and foremost in the industry. This multicomponent program gives you all the ammunition you need to win big in your local market. It's a step-by-step program that teaches you how to be entrepreneurial while still benefiting from your association with The Vaughan Company Realtors

IV. Training Advantage

Today it takes more to succeed as an agent than just a winning attitude and perseverance. It takes the kind of in-depth knowledge that has become the hallmark of a marketing representative for The Vaughan Company Realtors. That's the kind of knowledge you have available to you through our Journey To Mastery™ Program—the most innovative and revolutionary training and marketing program available.

"The Journey To Mastery™ Program has given me a level of support that I feel is unbeatable. This is a program that clearly demonstrates my companies commitment to each individual agent's success. I found the training to be meaningful, informative, as well as inspirational. By the time you finish the program you will posses techniques, skills, work habits, and a confidence level it takes other agents years to develop." — Charlotte Ruffin, Top Producing Graduate of the Journey to Mastery™

V. Advertising Advantage

Huge sums of money will be spent this year to promote The Vaughan Company Realtors name. Millions of potential buyers and sellers will see and hear The Vaughan Company Realtors message on network television, radio and in major publications. To further help you capitalize on the strength, continuity and consistency of the national campaign, we provide high-quality merchandising materials. This entire effort is designed with one goal in mind. It's designed to attract potential buyers and sellers and most important of all—to make sure you win when it comes time to get that listing and to close that sale.



Why The Vaughan Company Realtors?

VI. Support Advantage

It's a great feeling to know you're not alone. Real Estate is a very personal business. Real Estate is about relationships—the relationships that you develop with your clients that are mutually beneficial. As Quantum Systems see it, sales are a key product of these relationships. And there's the special business relationship that we're constantly developing between you and The Vaughan Company Realtors.

VII. Recognition Advantage

We'll help you capitalize on your success. People like doing business with a winner. That's why we believe in acknowledging your success. The Vaughan Company Realtors recognition program offers a wide range of competitive awards and prestigious designations based on both gross commission income and completed transactions ("closed units"). These honors will earn the approval of your peers and the increased confidence of your customers.

Prestigious Designations

The exclusive group of sales associates who achieve high levels of closed gross commission income or closed units within the calendar year may qualify for these award designations:

Residential

- Million Dollar Club Award:
Based in closed GCI of \$30,000 or more
- Masters Club Award:
GCI of \$85,000 or more flex-comm plans and \$50,000 agent income for traditional plan

Annual Awards

There are many opportunities for recognition. As an award winner at The Vaughan Company Realtors, you will receive well deserved recognition in major print media.

Why The Vaughan Company Realtors?

- Million Dollar Club Award
- Masters Club Award
- Relocation Award
- Millionaire Award
- Rookie of The Year
- Most Improved Associate
- Most Valuable Sales Associate
- Salesperson of the Year
- Lister of the Year
- Excellence Award
- Employee of the Year
- Christie's Award
- Harvard Mortgage Award
- Founder's Club

VIII. Career Advantage

Everyone can profit from a good idea.

The Vaughan Company Realtors is New Mexico's largest independent real estate company, operating for over 30 years. With an annual advertising budget of over half a million dollars, innovative business concepts are put into action. These advantages are available only at The Vaughan Company Realtors:

First Place Program and Internet

Sales Associates are in the right place at the right time to reach real time consumers within minutes of their property inquiry through www.vaughancompany.com and IVR, Interactive Voice Response System (24 hours/day access). Virtual tours are available through our website and the Multiple Listing Service to give your listing maximum exposure.

TV Home show

A.C. Neilson surveys have shown that more viewers watch The Vaughan Company Realtors TV Home show than any of the competitors, and in many cases double the viewership. If someone is serious about buying a home they watch The Vaughan Company Realtors TV Home show.



RELO

The Vaughan Company Realtors is the exclusive member in Albuquerque of RELO. RELO, being the largest relocation network in the country, provides our associates with the largest influx of transferees into and away from Albuquerque.

Christie's Great Estates

We are proud to offer you three separate services within the worldwide network of Christie's Great Estates, a subsidiary of Christie's International plc. The flagship Christie's Great Estates Magazine, published three times annually, has a worldwide circulation of over 250,000 showcasing fine homes and distinctive properties offered for sale. High quality four-colored property brochures can be prepared and distributed by Christie's Great Estates exclusive referral network and their websites generate quality referrals of potential buyers and sellers of real estate.

10K Award Program

Since 1990, when The Vaughan Company Realtors launched its 10K Award Program, all Albuquerque area real estate agents have had an excellent opportunity to win \$10,000. After 48 listings enrolled in the 10K program are sold and closed a drawing is held to award the accumulated funds to an eligible agent. Any agent who sells at least one of the 48 participating 10K listings is eligible to win the \$10,000.

Guaranteed Sold Plan

The Vaughan Company Realtors Guaranteed Sold Plan is unique in Albuquerque. Since the 1970's, The Vaughan Company Realtors has been taking homes in trade. This tool is invaluable to both buyers and sellers. Many more buyers come to The Vaughan Company Realtors because we're the only real estate company in Albuquerque that offers this program, and having more buyers helps sell more homes.

Personal Website

The IT department at The Vaughan Company will even build your own website for you. Its' customized by you and your listings as well as all company listings are posted there automatically.

Career Commitment

Find out who and what you are, and
then try to be that, perfectly.

— Douglas M. Yeaman



Career Commitment

Initial Interviews

Your introduction to the program is usually in a group. You may include your spouse or significant other in the interview process. You are going to need his or her support to make the transition to Real Estate as your new career. We tell you about us and you tell us about you. This is the time to ask the questions you or your spouse need answered in order to confirm your commitment to a career in real estate with The Vaughan Company Realtors.

Some real estate companies hire only experienced salespeople. Some hire “anybody” and take a “wait-and-see” approach. At The Vaughan Company Realtors, we hire only those who want a full-time career in real estate. We expect you to have real estate marketing as your primary source of income.

Mutuality of Obligation

We are committed to supporting and training new agents. We will pay for the cost of your real estate training, but only if you work with us.

Parts of your training at The Vaughan Company Realtors are licensed by Quantum Management Systems. As their contract with us specifies, the training concepts may not be used should you leave us and join our competition.

The Vaughan Company Realtors is willing to invest in your future to help you realize your potential. After you obtain your license, we will provide you with the most effective and innovative sales training available. You will enroll in The Journey To Mastery™ Program (at a cost to The Vaughan Company Realtors in excess of \$3,500), but only if you agree to work full time for The Vaughan Company Realtors for one year after the completion of the Journey To Mastery™ Program (see Promissory Note, page 61).



The Journey To Mastery™ Program



Today's preparation determines tomorrow's achievement.

The Journey To Mastery™

The Road to Results

We help you build client relationships for results. Our new agents consistently outsell other new agents, and where it usually takes new agents six to nine months to begin producing, some of our agents begin opening transactions their first month or two on the job! The Vaughan Company Realtors has enjoyed unparalleled success with the training of new agents in The Journey To Mastery™ Program.

"In less than 30 days I had real clients that turned into real buyers." - Mary Fran McMahon, New Agent October 1999.

Getting on Track with The Journey To Mastery™

The Journey To Mastery™ Program has helped hundreds of sales professionals to become top producers. One of the first things you will discover is that real estate marketing is not just about making sales, it is about developing relationships.

As the statistics of the real estate industry demonstrate, the top producers make most of the money, while 80% of all sales professionals in the industry make less than \$35,000 per year. If you're in the underpaid majority, we believe there are better ways to spend your time, and in one year we can prove it to you. Success may be closer than you think. Why not spend a year mastering your career?

What is Quantum?

Quantum Management Systems is a full-service management consulting firm. We have a proven track record in boosting executive effectiveness, employee performance and corporate profits. Through The Journey To Mastery™ Program, Quantum trains sales associates and professionals to manage time effectively, generate new clients and make the money they want within the targeted time period.

Douglas M. Yeaman, President and founder of Quantum Management Systems, is a nationally renowned management consultant and an inspirational leader. Having worked with more than 140,000 professionals, he is known for his remarkable ability to motivate and train people within an organization, enabling them to achieve peak performance.



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The Journey To Mastery™

Here's the Secret

In the face of the gloomy statistics surrounding the real estate industry today, a Las Vegas NV- Park City UT based management consulting firm has had a remarkable impact on the success of many real estate organizations. Under its founder and president, Doug Yeaman, Quantum Management Systems offers a unique training program for new agents in real estate. The training is called The Journey To Mastery™ Program. And in a survey of beginning real-estate agents, its graduates outsold other beginning agents four to one.

What is Quantum's secret? A lot of it, according to Yeaman, lies in revealing a little-known truth about the industry. "Most people in real estate think they're selling houses. That's not what they do."

If this sounds unusual, Yeaman explains it in a way that makes sense: "Successful agents are actually engaged in supporting people in making their own decisions around their real estate needs. A successful career in sales is not really about selling. It's about establishing relationships that are mutually beneficial." As Quantum sees it, sales are a by-product of these relationships.

When a person makes a career choice to become an independent real estate agent, a painful fact has to be faced. New business is slow business. Over half of new agents fail within the first two years, and nearly all suffer a long period of no-growth before they start becoming profitable.

Typically brokers expect their new agents to take nine to twelve months to close their first escrow. Shortening the time for a new agent to become productive is one of the ways Journey To Mastery™ helps beginning agents.

Another way is by providing them business consulting services for the entire start-up period of their careers. "Most sales trainings," states Janice Rannick, a trainer with Quantum, "lasts for a week or two and are crammed with facts and techniques. We keep only one fact in mind. That is that the top 20% of sales professionals do 80% of the business. We teach our people everything they need to know to function like the 20% who are making the money."



The Journey To Mastery™

An established business has a lot of operational support. This includes all its administrative systems, advertising, legal and financial help—as well as an established client base.

Smooth Selling

The Journey To Mastery™ Program focuses sales professionals in two main areas that maximize professional relationships. These are: setting standards for what is productive, and managing time. In Journey To Mastery™, sales professionals learn exactly what to do to establish a productive client relationship.

Encountering clients from the standpoint of what's productive means letting go of prospective buyers who don't meet the standards. As Yeaman explains, "There are three standards that give agents results: (1) they are getting an agreement to an exclusive agency relationship; (2) assuring that the client is able to buy; and (3) assuring the client is ready to buy. Without these standards, time spent with a client is not income-generating."

Quantum has a similar philosophy in terms of time management. It teaches agents to analyze their work time in terms of what is productive, what is nonproductive, and what is indirectly productive. A specific ratio of time spent in these areas lets agents produce their desired results.

According to Sharon Swanton, "The Journey To Mastery™ Program supplies the resources it takes a successful producer three-to-seven years to acquire on his or her own. And they're available at the most critical part of the business cycle...at the beginning."



6 Month Timeline

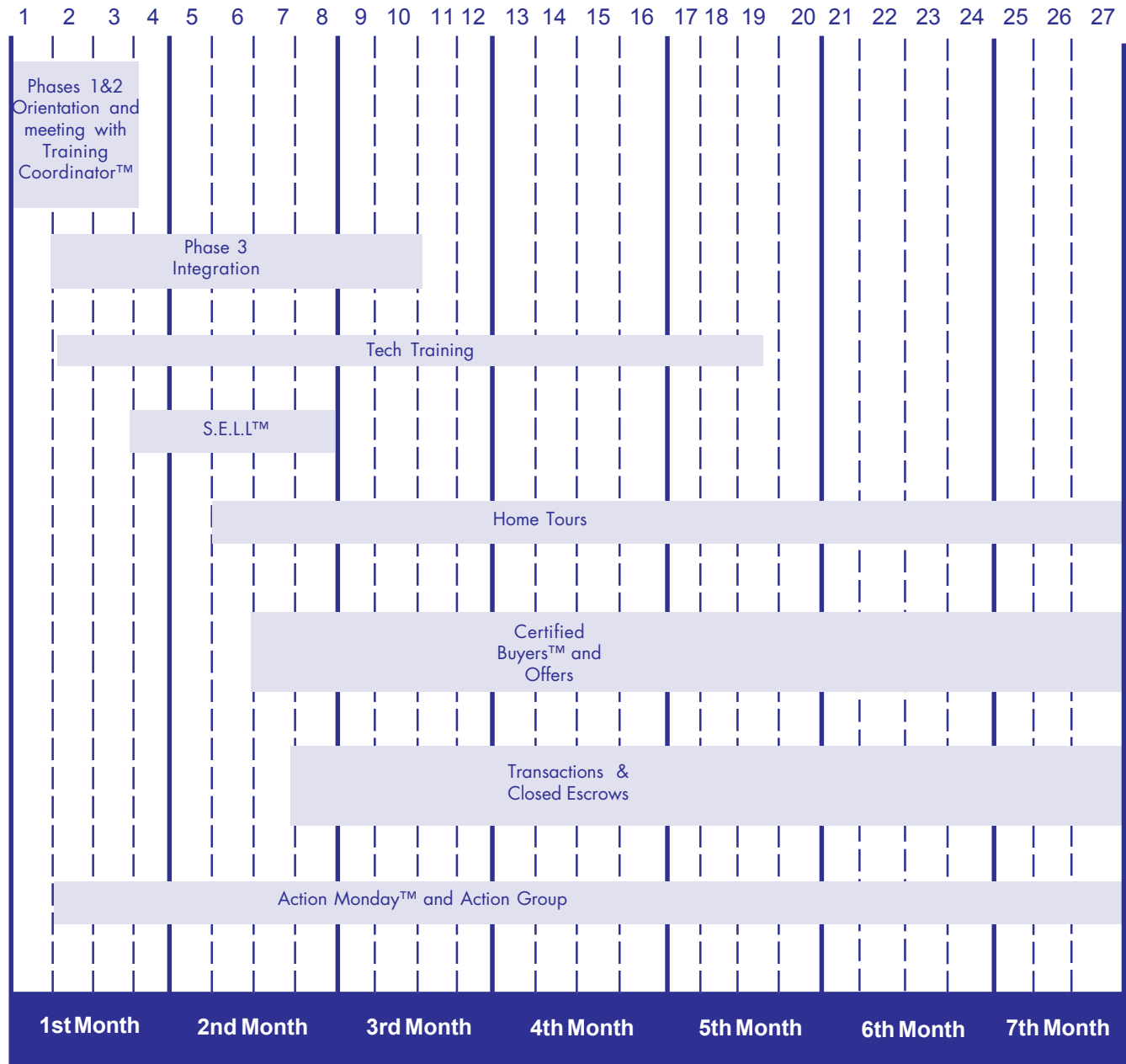
Things may come to those who wait, but
only the things left by those who hustle.
— Abraham Lincoln



New Agent Startup Timeline

It takes approximately four to nine months of directed activities for a new agent to become a producing member of the The Vaughan Company Realtors.

Weeks:



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Key to Agent Startup Timeline

Phase One: Initial Orientation and Introduction
 Phase Two: Meeting between Agent and Director of New Agent Development
 Phase Three: Integration of Associates with the Journey To Mastery™ Team

S.E.L.L.™ Training: Sales Environment Learning Laboratory (S.E.L.L.™) is an intensive training program that all new Associates are required to attend. It contains three separate segments: Basic S.E.L.L.™ Training, Prestige Home Tour™/Quantum Home Tour™ Certification, and Probing™ Certification.

Begin Prestige/Quantum Home Tour™: The Prestige Home Tour™/Quantum Home Tour™ is the central marketing technique for obtaining buyer and listing leads and establishing clientele.

Associates, in preparing for the Quantum Home Tour™, are required to identify comparative active properties, tour all of the for-sale-by-owner (FSBO) properties and expirers, and prepare a report on the home's location relative to schools, shopping and amenities of the neighborhood.

- Area tour, preview properties and prepare buyer CMA
- Prepare sign maps.
- Obtain permission to place signs.
- Deliver flyers and invitations.
- Phone invitations to any friends, relatives, potential leads or prospects.

Certified Buyers™ and Offers: Working with potential buyers involves what is referred to as Buyer Certification™. See sample of Buyer Checklist on page 99.

- Client time: Probing™, showing properties, writing offers and negotiating.

Transactions & Closed Escrows: Working with committed "certified" buyers pays off. The Program helps to screen out those not genuinely interested in purchasing a home.

Action Monday™ & Action Groups: Weekly meetings where commitments are made, logistics of home tours are planned, statistics are gathered, and progress is reported.



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Weekly Schedule



The price of success is hard work, dedication to the job at hand, and the determination that whether we win or lose, we have applied the best of ourselves to the task at hand.

—Vince Lombardi

Weekly Schedule

Week Begins _____

Name _____

Office _____

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday		
Date			Day Off		Quantum Home Tour™ Prep				
7:00									
8:00									
9:00		Broker Sales Meeting <small>verify day for local market</small>		Tech Training			Quantum Home Tour or Client Listings		
10:00	Action Monday								
11:00									
12:00									
1:00									
2:00	Action Monday								
3:00									
4:00									
5:00		Jelly Bean Jar Workshop							
6:00									
7:00									
8:00									
9:00	Step # 3								

ASSIGNMENTS FOR THE WEEK:

1. _____
2. _____
3. _____
4. _____

DETAIL:



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MANAGEMENT
SYSTEMS

Weekly Training Schedule

Weekly Training Schedule Key

Phase One:	Initial Orientation and Introduction
Phase Two:	Meeting between Agent and Manager
Phase Three:	Integration of Associates with Marketing Team
S-Time:	S-Time is that time spent studying the scripts. S-Time takes priority over “A” Time and “B” Time.
T-Time:	T-Time (not to be confused with “tee-time”) is short for Training Time. T-Time includes both formal and informal training (see “Formal Orientation Class” and “Step Three: Integration”).
B-Time:	<p>Preparation for Quantum Home Tours™ is what is referred to as B-Time. The following activities are included in B-Time.</p> <ul style="list-style-type: none"> • Agents, in preparing for the Quantum Home Tour™, are to conduct CMAs, to tour all of the for-sale-by-owner (FSBO) properties and all of the expireds, and to prepare a report on the home's location relative to schools, shopping and amenities of the neighborhood. • Doing sign mapping. • Getting permission to place signs. • Sending out flyers and invitations. • Phone invitations to any friends relatives or potential leads or prospects. • Client time: Probing™, showing properties, writing offers or going on listing presentations with Mentor.
A-Time:	<p>A-Time typically involves participation during the Quantum Home Tours™ as an assistant or “third-person”. The following list of activities are included in the A-Time category and is in the order of priority:</p> <ul style="list-style-type: none"> • Host or hostess or guest at someone’s Quantum Home Tours™ • Training Quantum Home Tours™ • Full participation on a team • When there are three Certified Buyers™, showing property



New Agents Initial Orientation



New Agents Initial Orientation

“Get Acquainted” Meeting

The Director of Recruiting meets with you initially. Here, the following administrative matters are taken care of:

- A. Review Recruiting Packet
- B. Begin the administrative induction process
 - 1. Provide “vital statistics”
 - 2. Assignment to Journey To Mastery™ Manager
- C. Receive a copy of the telephone scripts. Make sure you memorize the entire script. Memorizing the scripts are prerequisite to certification in the areas of training. Anyone can do it. Here is how:

Begin by reading the scripts and carefully preparing “flashcards,” that is, three-by-five cards listing key words in the script. These are used as “cues” to help recall the content of the scripts.

- D. Many of the documents contained in The Vaughan Company Realtors Independent Contractor file, including the Board of Realtors paperwork, must be reviewed carefully and then signed. The following list includes many of the documents that must be read and signed as part of your "in processing."

- 1. Commitment Agreement for Journey To Mastery™ Program
- 2. Independent Contractor Agreement
- 3. Commission Agreement and Schedule
- 4. Fair Housing Act & Vaughan Company's Fair Housing Policy
- 5. Antitrust Compliance Policies of The Vaughan Company Realtors
- 6. Errors and Omissions Coverage



New Agents Initial Orientation

Meet Your JTM Manager

While a participant in the program, you will be working closely and under the direct supervision of the JTM manager.

Integration

The Planned Integration with The Vaughan Company Realtors is accomplished by attendance at regularly scheduled meetings and debriefings, including but not limited to the following: Action Mondays™, Action Meetings, Open Houses, Open House Training, and Target Intensive Training. This continues until formal S.E.L.L.™ training program begins.

- A. Planned Visits to a Quantum Home Tour™. You will Assist in putting up signs, passing out flyers, etc. However, the primary objective is to observe—you do not share the responsibility for running the Home Tour.
- B. Attendance at special training workshop on Quantum Home Tour™ which will be conducted each month. You will participate and observe.
- C. Schedule yourself to all training programs and create calendar for next 4 months.

New Agents Initial Orientation

Training Assignment

A. The procedure for your training assignment is as follows: Your attendance at all meetings and training is required.

1. You will receive a current training schedule.
2. Your name is added to the list of candidates for Quantum training.
3. You must make a commitment to attend all sessions. There is no provision for missing any part of any Sales Environment Learning Laboratory (also known as S.E.L.L.[™]), Basic, S.E.L.L.[™] Training, Prestige Home Tour[™], Quantum Home Tour[™]; and, Probing[™] Certification.

B. Sales Environment Learning Laboratory (S.E.L.L.)[™] :

Sales Success Training is an intensive training program that all new associates are required to attend. It contains three separate segments: Basic S . E . L . L . [™] Training; Prestige Home Tour[™]/Quantum Home Tour[™]; and, Probing[™] Certification.

Memorization of Script

Memorizing the scripts are prerequisite to certification in the areas of training.

Sales Environment Learning Laboratory (S.E.L.L.)TM



A positive attitude removes the rust from the mind, lubricates our inward machinery, and enables us to do our work with fewer creaks and groans.

—Helen Keller

Sales Environment Learning Laboratory

Sales Environment Learning Laboratory (S.E.L.L.)™

Working harder at something that doesn't work, still doesn't work. That is why we emphasize the process through which behavior is modified so the techniques taught in the program will be correctly applied. Merely teaching the theory behind the techniques does not immediately result in productivity gains. However, good techniques, combined with the ability to apply them in the market place, does.

We have identified the key areas that substantially affect an agent's productivity. These include the following: organization and time management; effective telephone and prospecting techniques; and decision shaping in one-on-one situations with clients. The behavior modification process, which is integrated with the learning of techniques, is an essential element.

The training deals specifically with techniques that are critical to success:

- Organization and Time Management (*which give a way of measuring your progress*)
- Effective Prospecting Techniques
- Converting Leads Into Sales
- Probing (*one-on-one sessions with clients*)
- Developing Exclusive Buyer Relationships
- Increasing closing ratios
- Decision Shaping (*structuring problem-free transactions*)

Sales Environment Learning Laboratory

The Sales Environment Learning Laboratory (S.E.L.L.)™ has been designed for real estate agents. S.E.L.L.™ training teaches these individuals specific techniques that, if correctly utilized, will have a direct impact on productivity. In addition, S.E.L.L.™ training creates an environment in which the participants utilize these techniques and can modify their behavior so that the benefit of these techniques is fully realized.

Organization and Time Management:

The participants are introduced to an organization and time management system that is designed to allow salespeople to measure very specifically how they spend their time in relation to productive activities and how they can therefore restructure their activities so as to be more productive. This study in time is conceptual, as in reviewing the difference between productive and indirectly productive time and the laws of work expansion and triviality; and it is also practical, in that a system with forms and procedures for its use is introduced to the participants.

The resulting benefits of an implemented organization and time management system are to increase productivity through a redirection of time spent to include more productive and indirectly productive activities and less with nonproductive activities. Just as important a benefit is the control of time, resulting in more high priority activities and tasks being completed and more confidence because the day's events run smoothly.

Telephone and Prospecting Techniques:

It is Quantum Management Systems' belief that an organization will benefit substantially through proper use of the telephone by the agents. Productivity is increased because less time is spent procuring appointments. More leads are converted into appointments, and if set up properly on the phone, will yield sales.

We work with the participants in the S.E.L.L.™ Program so that they are fully equipped in prospecting techniques; we also emphasize the continual use of these techniques by modifying their perspective towards this type of activity.



Sales Environment Learning Laboratory

Decision Shaping:

Through proper understanding and use of communication structures in a one-on-one situation with a client, agents can increase their closing ratios and also structure the transactions to be more problem-free.

We start in this area with a conceptual look at why people buy things, from a behavioral point of view, and then structure a presentation so that the agent is, above all, helping the client to crystallize his needs.

The sales people are brought to an understanding of what benefits are, and of how to convert features to benefits. The selling process matches benefits to needs, getting agreement on points through the presentation and “shaping” the client’s decision, leading into an effective close.

The sales people become more directional in their approach with a client, having objectives in mind for every face-to-face meeting, and are genuinely helping the client to fill his own needs. This is a counselor approach to selling, which results in greater rapport with the client, more referrals, and a higher closing ratio.

The Program employs role-playing as a learning tool, using audiovisual equipment to facilitate change.

It also results in more solid business, because through these techniques associates are taught to weed out clients who do not represent “workable transactions” and spend extra time, by prospecting, to find clients who do represent good business. Once again, productivity is increased, which is the Quantum Management Systems objective.

Sales Environment Learning Laboratory

The Behavior Process:

Herein lies the process through which behavior is actually changed. In every module, the agents are asked to make a minimum of three commitments, such as using the organization and time management system diligently and in a very specified manner for the duration of the program, and making an ambitious number of phone calls (they set the number, as long as it is ambitious) using the new structure every working day between the beginning and the end of the program, and using the new structure in every face-to-face selling situation, for a few examples. By the fourth or fifth meeting it is evident which sales people keep commitments and to what degree. It is at this point we discuss what the differences are between a sales person who is in a failure pattern and one who is in a success pattern.

Simply put, an agent who keeps commitments is in a success mode and gets what/he wants (goals), whereas the degree of failure (not reaching goals) is dependent upon the degree to which commitments are broken. The participants have been set up through this process to see themselves in relation to success/failure modes. Very clearly, they cannot avoid realizing what keeps them from reaching their goals, and through discussion, come to an understanding of exactly and specifically what they must do to establish a success mode.

Logistics:

The Program is structured over a four day period, and meetings are scheduled for eight hours each. This may seem like a rigorous schedule, but it is essential to the program training. From a behavioral point of view, a minimum of twenty-one days is required in order for a change to occur in behavioral and attitudinal patterns. The learn-by-doing methodology provides a vehicle for reinforcement, and therefore techniques must be practiced before moving on to the next phase in the training.



Sales Environment Learning Laboratory

Summary:

To tie it all together into a cohesive experience, participants will be asked to interactively demonstrate and describe the techniques they have learned.

Simulations are conducted to achieve a sense of realism. Successful real estate agents, working with Quantum principles, will act as facilitators. By sharing their experiences, participants will get firsthand exposure in how to deal successfully with the varied situations they are likely to come across in their daily quest for more sales and listings.

Using the principle of commitment, we lead the participants to an extensive time-management-system methodology. Its impact is to give the freedom to set and reach goals, measure progress, and allow agents to fully enjoy the work that they do.



Standards



Every job is a self-portrait of the person who did it.



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Journey To Mastery™ Standards

By agreeing to participate in the Journey To Mastery™ and its foundation statement, I understand that the following minimum standards of activity must be met during the 90 day period to assure my success and continued affiliation with The Vaughan Company Realtors. This shall be an agreement between participant and Quantum and shall be a condition for continued participation in the program.

- Any member who misses more than 4 meetings in a 6 month period may no longer participate as a member in The Journey To Mastery™ Program or The Vaughan Company Realtors.
- Every 3 times that a member is late, it shall count as 1 missed meeting.
- Agents agree to hold Quantum Home Tours™ 3 weekends per month until they have/maintain three Certified Buyers, or have completed The Journey To Mastery™ Program.
- All participants in the program shall use a time management system for each work day including but not limited to the weekly schedule.
- All buyers are to be certified and sign an "Exclusive Right to Represent" agreement.
- Associates agree to the following 90 day bench marks:

1st 90 days (3 months)

- 1 Certified Buyers or
- 1 Written Offer and
- 1 Certified Listing Appointment

2nd 90 days (6 months)

- 1 Buyer Transaction
- 2 Written Offers
- Another 2 Listing Appointments

3rd 90 days (9 months)

- 3 Buyer Transactions in Escrow
- Another 3 Listing Appointments



Office Standards

Each office has specific standards for production which will be reviewed quarterly. Only agents producing this amount shall be retained by The Vaughan Company Realtors.

The specific standards for production for The Vaughan Company Realtors are as follows:

- 12 Transactions
- \$25,000 Agent Commission Income

[Note: Managers select the applicable basis and standard for the office. Each branch manager reserves the right to quarterly reviews.]

Agents not meeting the minimum production standard of the company, but in whom the manager has a fundamental confidence, will be given the opportunity to achieve that amount through participation in a support system called Action Groups. This support system is reserved for agents who have demonstrated a winning attitude, a willingness to produce, the character to achieve, and the integrity consistent with The Vaughan Company Realtors.

All inexperienced agents joining our office are expected to (1) maintain three certified buyers per month, (2) open one escrow per month, or (3) hold three Quantum Home Tours™ per month until they have met conditions (1) and (2) above.

(Associate's signature)

(Date)



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Willingness List

As part of my participation with The Vaughan Company Realtors in The Journey To Mastery™ Training, I agree that I am willing to:

1. Be personally responsible for my promissory note which I understand will be forgiven upon producing six closings or in the event I am terminated from the program or the company for reasons other than failing to show up and/or participate as agreed. Additionally, I understand that I will be evaluated by Quantum Management Systems before I can be accepted in the training. I agree that in the event I leave The Vaughan Company Realtors prior to completion of Journey To Mastery™ and 12 months continuous affiliation and go to work in any real estate related field my full \$2500.00 note will be immediately due and collectable.
2. Be accountable and receive feedback on my actions.
3. Attend all sessions. This includes:

Action Mondays™/Transaction Tuesday	Technical Training
S.E.L.L.™ Training	Jelly Bean Jar Workshop
Probing™ Certification	M.L.S. Trainings
Prestige/Quantum Home Tours™	Office Sales Meetings (optional while in JTM)
Target Workshops (as Scheduled)	Broker's Open House
4. Have Real Estate as my primary source of income—FULL TIME—upon being accepted into the Journey to Mastery Program.
5. Participate in prospecting activities that will yield MINIMUM production standards established by The Vaughan Company Realtors (up to 20 hours of prospecting activities and three Quantum Home Tours™ per month).
6. Be flexible around schedule, time and location changes due to the needs of the training. I will be given adequate notice and I am willing to manage my schedule accordingly. (S.E.L.L.™ and Probing™ Certification Training dates and times will not change, locations may.)
7. Handle issues as they arise within 48 hours and be willing to talk to the person and not about the person at issue. This means issues with my partners I will handle with my partners, issues with my cluster I will handle with my cluster, issues with Quantum Management Systems I will handle with Quantum Management Systems, and issues with my Manager I will handle with my Manager.
8. Meet my office or branch minimum production standards.
9. Work on issues of production and productivity. These include prospecting, organization and time management, committed clients (buyers only), and transaction management.
10. Participate fully at 100% in The Journey To Mastery™ Training knowing that it is NOT Real Estate training.
11. Use a monthly calendar to define my activities and be held accountable to adhere to this schedule.
12. Be present at ALL Journey To Mastery™ training sessions.
13. Understand that there are costs inherent to doing business in the real estate industry and I am responsible for these costs and fees as well as any other real estate related expenses, except as specifically agreed to otherwise, in writing. (e.g. MLS fees, errors and omissions insurance, business cards, listing fees and listing related advertising, etc.).
14. Understand that I am being licensed to conduct Quantum Home Tours™ and that the system and information is proprietary and may be revoked by Quantum for failure to conduct properly or upon leaving The Vaughan Company Realtors.

Signature _____ Date _____



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Promissory Note

The undersigned maker, for value received, hereby promises to pay to the order of The Vaughan Company Realtors the sum of two thousand five hundred dollars (\$2500.00).

Further, the undersigned maker, hereby promises to pay interest as specified below on the unpaid principal at a rate of 6% percent per annum. Interest will accrue at the above specified rate beginning on _____ (termination date) and continuing until said principal and interest have been fully paid.

Payment in full of the above specified sum (plus any accrued interest) is due and owing on or before four months from date above. Failure to pay the amount due and owing on that date will constitute a default.

The maker will be liable and consents to renewals, replacements and extensions of time for payment hereof before, at or after maturity, and waives presentment, demand and protest and the right to assert any statute of limitations. A married person who signs this note agrees that recourse may be had against his/her separate property for any obligation contained herein. If any action is instituted on this Note, the undersigned promises to pay attorney's fees in the amount determined by court.

The Licensee understands that after continuous affiliation with The Vaughan Company Realtors as a licensed real estate agent for twelve consecutive months, after the successful completion of The Journey to Mastery Program, the note will be forgiven and the obligation will be discharged; The Vaughan Company Realtors will refrain thereafter from taking any action to enforce the Note, including but not limited to filing a notice of default, instituting suit or claim, or contacting credit reporting agencies.

In addition, this Note shall be forgiven and the obligation shall be discharged under the following circumstances:

1. Upon withdrawal from the real estate field for a period of one year and upon execution of a Covenant Not to Compete for 12 months from date of withdrawal.
2. Licensee has continuously shown up; not missed more than 4 scheduled Action Mondays™ or scheduled trainings in any 6 month period and becomes involuntarily terminated from affiliation with The Vaughan Company Realtors for failure to meet The Vaughan Company Realtors minimum production standards.

I have read and understand the foregoing agreement.

Date

Signature of Maker



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The Journey To Mastery™ Program is designed to assist me in becoming productive (with 6 closed escrows) quickly. I understand my association with The Vaughan Company Realtors and my participation in the program requires my commitment to the following:

- ☐ 1. Attendance to each and every Action Monday™ and the associated Action Group Meeting.
- ☐ 2. Attendance on time for all meetings and appointments.
- ☐ 3. I will hold Quantum Home Tours™ 3 weekends per month on both Saturday and Sunday until completion of the Program or until I have three certified buyers.
- ☐ 4. I will distribute a minimum of 50 flyers for each upcoming Quantum Home Tour™ unless stipulated in writing by my manager and I will do this in a timely manner, meeting each person I hand out flyers to.
- ☐ 5. I will invite 25 people from my personal network to upcoming Quantum Home Tours™.
- ☐ 6. I will ask permission of neighbors, in writing, to place home tour directional signs on their property and have them obtain sign the permission form. I will obtain a minimum of 50 signed permissions.
- ☐ 7. I will preview, prior to a Quantum Home Tour™ the available active listings in the neighborhood.
- ☐ 8. I will obtain as many completed surveys as possible from guests at the Quantum Home Tour™.
- ☐ 9. I will attend all company meetings.
- ☐ 10. I will follow up on all buyer leads I obtain, ask for and get appointments, and get all the buyers I work with certified. I will reserve Tuesday evenings beginning at 5:00 PM to meet with other Associates in the office to complete follow-up calls to guests from the home tour registers and/or my buyers.
- ☐ 11. I will obtain all necessary training and be responsible to know how to operate the phone system and computer equipment before using them or taking floor time.
- ☐ 12. Until I have closed 6 transactions and graduate from The Journey To Mastery™ Program, all listing leads I have access to will be worked with my Listing Mentor.
- ☐ 13. I will be on time for all Quantum Home Tours™, bring all equipment and materials necessary, cleanup and put away all such equipment after the Quantum Home Tour™. I am personally responsible for the signs in my possession.
- ☐ 14. I know I will be working up to 48 hours per week but I agree to take one day off during the week for rest or recreation.

Signature _____ Date _____

Journey to Mastery™ Agreement

Reciprocal Duties

The Vaughan Company Realtors agrees to provide to you (the Agent) the following training:

S.E.L.L.™ training, which is a technical, results-oriented training program; Action Group™ Meetings; and Action Mondays™.

Probing™ or Committing Communication™ training focuses on communication skills that help determine the needs of buyers and sellers and creates relationships that are key to business success.

Prestige Home Tour™/Quantum Home Tour™ is a proprietary licensed marketing event. Managed by a team of certified agents, this event creates attendance at the weekend Quantum Home Tour™ that far exceeds a typical open house. This marketing event typically results in the sale of a property within 2-3 weeks of the event, as well as providing additional business for the team members.

The Journey To Mastery™ Program, an innovative and intensive advanced individual training which includes a unique mentoring relationship with experienced, top-producing agents.

In exchange, you (the Agent) agree to the following terms and conditions:

You will remain active in the training until it is successfully completed, and you will commit the time and effort necessary to attend and participate fully in The Journey To Mastery™ Program.

You understand that you will graduate from JTM upon the closing of your sixth transactions. The commission of these closings will be at a 45% of the gross commission income on the transaction.*

You understand that on your 1st 2 listings with a listings you must work with a listing mentor designated by the JTM Manager. This will take place during JTM. Your commission for these 1st 3 listings will be at 45% of gross commission income on your share. On the first two listings \$350.00 will be paid out of your commission to the listing mentor as a fee to the listing mentor.

	Listing Mentor
1st listing	\$350.00
2nd listing	\$350.00

(Continued Next Page)



Journey to Mastery™ Agreement Cont'd

It is understood that the company will capitalize the listing costs which will be deducted from your commission at close of escrow. The company will bear the cost of advertising and will pay for the installation of a sign and will furnish the lock box and other marketing expenses.

You further understand that in the event that you are unable to complete the training because you voluntarily terminate your affiliation with The Vaughan Company Realtors, subject to the provisions set forth below, The Vaughan Company Realtors may immediately demand payment of the full amount of any promissory notes or other expenses incurred by you or on your behalf by The Vaughan Company Realtors. You do hereby authorize The Vaughan Company Realtors to withhold from any open escrow any amount owed by you at that time.

After continuous affiliation with The Vaughan Company Realtors as a licensed real estate agent for twelve consecutive months following graduation from the JTM™ program and the close of escrow of your first 6 real-estate transactions, the promissory note held by The Vaughan Company Realtors will be forgiven and your obligation to reimburse The Vaughan Company Realtors for costs of training will be discharged.

In addition, the obligation shall be discharged under the following circumstances:

Upon withdrawal from the real estate field for a period of one year and upon execution of a Covenant Not to Compete;

You have continuously shown up; not missed more than 3 scheduled Action Mondays™ or scheduled trainings in any 6 month period and have become involuntarily terminated from affiliation with The Vaughan Company Realtors for failure to meet The Vaughan Company Realtors or Journey to Mastery™ minimum production standards.

I have read and understand the foregoing provisions and I willingly accept the terms of this agreement.

Signature: _____ Date: _____

Commission Schedule



Commission Plans

PLAN 1

Traditional-Option 1 A

The JTM Commission Schedule is 45% to Agent until 3 Closed Buyer Side Transactions and 3 Closed Seller Side Transactions. Then, the graduating agent qualifies for the following schedules:

Commissions Schedule

\$28/month- **MLS**

\$155/month- **TVC Fees**

Level 8	\$131,000.00 +		95/5
Level 7	\$103,000.00 -	\$131,000.00	90/10
Level 6	\$78,000.00 -	\$103,000.00	75/25
Level 5	\$50,000.00 -	\$78,000.00	70/30
Level 4	\$40,000.00 -	\$50,000.00	65/35
Level 3	\$28,000.00 -	\$40,000.00	60/40
Level 2	\$9,000.00 -	\$28,000.00	55/45
Level 1	\$0.00 -	\$9,000.00	50/50

All agents roll back on anniversary date and/or calendar year one level, but not less than Level 2 (unless earnings are less than \$10,000 in previous calendar year). If agents gets to 95/5 level, they start next year at 70/30. As long as a transaction closes **and** funds **prior to** December 31st, the commission will be issued at the higher rate (**before** the roll-back). If a transaction closes before December 31st, and is not funded until **after** December 31st, the commission will be issued at the lower rate (**after** the roll-back).



Plan 2

Traditional Option 1B

(Company waives Technology and Marketing Fees)

Commission Schedule

Level 2 \$23,000 +	75/25 (for Remainder for Year)	\$28/month- MLS
Level 1 \$0-23,000	50/50	\$15/month- First Place/Agent Website

An agent who selects this option will be required to stay on the plan **for one (1) full year**.

If, at the end of one year, the Agent wishes to stay on this plan, he/she will start next year at 50/50 until \$23,000 is earned and the Agent's commission split goes to 75/25 for the remainder of the year **OR** the Agent may select another compensation.

Plan 3

"Stairstep"

70/80/90% Stairstep Plan

90/10	\$80,000.00+
80/20	\$44,000-\$80,000
70/30	\$0-\$44,000 (agent income)

All agents roll back to 70/30 split on their anniversary date and/or calendar year.

70/80/90% "Stairstep" Plan is available to associates with over \$25,000 in annual earnings. Associates are responsible for specified expenses.

See policy and procedures manual for associated expenses.



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Independent Contractor Agreement

Broker-Sales Contract Independent Contractor Agreement SALES EXECUTIVE INFORMATION

Office: _____ Start Date: _____

Last Name: _____ First: _____ Middle Initial: _____

Spouse/Significant Other Name: _____

Home Street Address: _____

City: _____ Zip Code: _____

Home Phone: _____ E-Mail: _____

Work Phone: _____

Social Security #: _____ Male: _____ Female: _____ Birth Date: _____

Real Estate School Graduated From: _____ Date: ____/____/20____

AGREEMENT

This Agreement made this _____ day of _____, 20____ by and between The Vaughan Company Realtors ("Broker" or "The Vaughan Company Realtors") and _____ ("Sales Executive"), for and in consideration of their mutual promises and agreements and for their mutual benefit.

WITNESSETH:

WHEREAS, Broker is now and has been engaged in business as a general real estate broker in the State of New Mexico, is qualified to and does operate a real estate business, is duly qualified to and does procure listings of real estate for sale, lease or rental and prospective purchasers, lessees, and renters thereof, and has and does enjoy the goodwill of and a reputation of fair dealing with the public; and



WHEREAS, Broker maintains offices in said jurisdiction (the “Offices”) property equipped with furnishings and other equipment necessary and incidental to the proper operation of said business, and staffed with clerical employees to service the public as a real estate broker; and

WHEREAS, Sales Executive is engaged in business as a real estate Salesperson or Broker/Salesperson, and holds a license issued by the State of New Mexico, Department of Business and Industry, Real Estate Division; and

WHEREAS, the parties hereto consider it to be to the mutual advantage of the parties to enter into this contract upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is agreed and stated as follows:

1. INDEPENDENT CONTRACTOR STATUS.

1.1 Real Estate Brokerage Relationship. Sales Executive shall be deemed to be an independent contractor. Sales Executive shall be free to devote to his/her real estate brokerage business such portion of his/her entire time, energy, effort, and skill as he/she sees fit and to establish his/her own endeavors. Sales Executive shall not be required to keep definite office hours, attend sales meetings or training sessions, adhere to sales quotas or participate in “floor time”. Sales Executive shall not have mandatory duties except those specifically set out in this Agreement and except to the extent required by law. Sales Executive is under the control of Broker as to the result of the Sales Executive’s work only and not as to the means by which such result is accomplished. Notwithstanding, Sales Executive understands and agrees that his/her activities shall be subject to supervision by the Branch Broker of the office where Sales Executive works.

1.2 Independent Contractor Relationship. Nothing contained in this Agreement shall be regarded as creating any relationship (employer/employee, joint venture, partnership, shareholder, etc.) between the parties other than the independent contractor relationship set forth herein. Sales Executive shall be the sole determinant of his/her method of conduct of his/her real estate brokerage business, except where such methods are inconsistent with this Agreement of except to the extent required by law.

1.3 Payment of Taxes. Sales Executive shall perform services for Broker pursuant to this Agreement as an “Independent Contractor” and shall not be treated as an employee with respect to such services for federal and/or state tax purposes. Sales Executive



shall pay his/her own self-employment taxes and any and all income taxes and any other taxes for any type or description whatsoever without withholding or contribution by Broker. Accordingly, it is recognized by both parties that there is not withholding by the Broker of any FICA, FUTA, or Federal or State taxes.

1.4 Sales Executive Warranty. Sales Executive represents and warrants Sales Executive will report all income received from The Vaughan Company Realtors pursuant to this Agreement and pay all Federal, State and Local income and self-employment taxes and other assessments required to be paid by Sales Executive under the law.

2. LICENSES.

2.1 Maintenance of Licenses. Broker and Sales Executive, at their separate expense, shall keep their real estate licenses in active status. Both, at their separate expense, shall pay for all fees, including license fees, taxes owed to any Federal, State or Local government jurisdiction arising out of their respective activities as real estate broker and as real estate salesperson, and neither shall be liable for such fees or taxes owed by the other.

2.2 Licenses Required for Association. In the event that the license issued to Broker or Sales Executive is revoked, suspended or not renewed for any reason, the association between Broker and Sales Executive and this Agreement, save and excepting the provisions herein relating to termination, shall automatically terminate effective as of the date of termination of such license.

3. BROKERAGE ASSOCIATION

3.1 Office Facilities. Broker agrees that in consideration of the mutual covenants and promises herein contained, it shall make available to Sales Executive: office or desk space, reception area, together with the availability of listings (except such as the Broker for valid and usual reasons may exclude). Sales Executive shall be given the non-exclusive use of all such facilities, together with other Sales Executives and Employees of Broker located in the same premises,

3.2 Training by Broker. Sales Executive recognizes that regular sales training is in fact offered by the Broker wherein advertising language, contract provision and listing terms and other local provisions are discussed between the Sales Executives and supervisory personnel. Sales Executive shall not, however, be required to maintain any fixed schedule or minimum number of hours of work. While the Sales Executive shall not be required to attend any sales training or similar meetings, the Sales Executive is encouraged to do so in order for the Sales Executive to maintain his/her professional competency.



3.3 Listing Availability. Broker agrees to make available to the Sales Executive all current listings of the Office in jurisdictions where Sales Executive is licensed, except such as the Broker may find expedient to place exclusively in the temporary possession of some other Sales Executive and agrees to assist the Sales Executive in his/her work by advice, instruction and full cooperation in every way practicable.

3.4 Participation in MLS. The Vaughan Company Realtors shall exercise its best efforts to maintain participation in the local Multiple Listing Service ("MLS") if any, serving the market areas of The Vaughan Company Realtors and submit to such MLS all listings and other real estate service contracts involving Sales Executive which may be required to be submitted by the rules and regulations of such MLS.

3.5 Personal Property Insurance Coverage. Sales Executive shall maintain his/her own insurance coverage on personal property used or stored in the office. Sales Executive acknowledges that Broker's insurance coverage is limited to office equipment and facilities. Sales Executive agrees not to hold The Vaughan Company Realtors responsible for personal property losses suffered in the office due to theft, fire, vandalism or any other reason.

3.6 Approved Forms and Materials. Sales Executive shall use only those forms and materials approved by The Vaughan Company Realtors, the Board of Realtors or The Realtors Association of New Mexico.

4. SALES EXECUTIVES RESPONSIBILITIES.

4.1 Solicit Purchasers. The Sales Executive agrees to work diligently and with his/her best efforts to solicit purchasers and to sell, lease or rent any and all real estate listed with The Vaughan Company Realtors or cooperating Brokerages in the jurisdictions where Sales Executive is licensed.

4.2 Solicit Listings. Sales Executive agrees to solicit and obtain listings and/or other real estate related service contracts, and otherwise to serve the public in real estate transactions and promote the mutual benefit of all parties.

4.3 Service Contracts. Sales Executive agrees that any and all listings of real estate, or of any interest therein, and all other real estate related service contracts approved by The Vaughan Company Realtors, including, but not limited to, those pertaining to the purchase, sale or rental of real estate, or any other interest therein, or services in relation thereto, shall be taken in the name of "The Vaughan Company Realtors."

- 4.4 Mandatory Submission.** All such listing and purchase contracts, other real estate service contracts and earnest money checks written or taken by Sales Executive shall be submitted by Sales Executive to The Vaughan Company Realtors within twenty four (24) hours of receipt of same by the Sales Executive. Sales Executive authorizes The Vaughan Company Realtors to withhold commissions due Sales Executive until the complete original file is submitted and approved by the Branch Broker. Sales Executive agrees any fines or monies levied against The Vaughan Company Realtors or Sales Executive by any organization or governmental agency as a result of negligence or noncompliance by Sales Executive shall be the exclusive responsibility of Sales Executive as stated in Paragraph 13.2 of this Agreement.
- 4.5 Listings Property of Broker.** All listings and all other real estate related service contracts shall remain the separate and exclusive property of the Broker. In the event of termination of this Agreement for any reason whatsoever, all such listings and service contracts shall remain in the name of, and be the property of, The Vaughan Company Realtors. Sales Executive agrees, in the event of termination not to take any action to interfere with the continuation of such listings or service contracts, or otherwise interfere with the relationship between the listing party or buyer and the Broker, and shall not attempt to induce the listing party or buyer to request a release of Broker's listings or service contracts. In the event of release of listing party or buyer from the listing agreement or service contract with Broker, and in the further event that said listing party or buyer then enters into a listing contract or other service contract with the Sales Executive or a Broker with whom Sales Executive has placed his/her license, and upon a sale of the listed property or purchase of a property, within the original listing or service period, Sales Executive agrees to pay to The Vaughan Company Realtors an amount equal to 25.0% of the total commission paid in connection with the sale.
- 4.6 Broker's Right to Cancel.** Broker shall have the right to cancel a listing or buyer broker agreement and release a seller and/or buyer from a listing contract or service contract at any time by written notice to the Sales Executive and the seller or buyer.
- 4.7 Premises Security.** Sales Executive agrees to assume responsibility, and shall make every effort to protect the properties being offered for sale, and shown, by Sales Executive as well as the offices and properties of the Broker.
- 4.8 Education and Ethics.** Sales Executive agrees to maintain a familiarity with, and a working knowledge of, the rules and regulations of The Realtors Association of New Mexico, the National Association of Realtors, New Mexico Association of Realtors, and the applicable local Board of Realtors and MLS Service. Sales Executive agrees to be completely knowledgeable of, and conduct his/her business in accordance with, the Code of Ethics of the National Association of Realtors.



4.9 Board of Realtors Membership. Sales Executive shall maintain membership in good standing in the local Board of Realtors having jurisdiction over the office location of The Vaughan Company Realtors and the local Multiple Listing Service in which The Vaughan Company Realtors participates.

4.10 Anti-Trust. Sales Executive will read, understand, and agree to abide by, “Anti-Trust Compliance Policies” of the Broker, a copy of which is attached.

5. SALES EXECUTIVE COMMISSIONS.

5.1 Responsible For Own Expenses. It is understood and agreed that no salary is involved in this association and all compensation shall be in the form of commissions. Sales Executive shall be responsible for all his/her own personal expenses, including, but not limited to, automobile travel, cellular phone service, Worker’s Compensation and disability insurance, entertainment, food, lodging, license fees and dues, all income taxes, self-employment taxes (FICA) and the like, which result or may result from his/her being licensed and engaged in the real estate business and/or charges for costs and expenses to be paid to The Vaughan Company Realtors pursuant to the terms of this Agreement.

5.2 Payment of Commissions. Compliance with state laws, rules and regulations require that commissions and finder and/or referral fees be paid to the brokerage firm rather than to the Sales Executive directly. Said fees may be jointly shared by Sales Executive with one or more Sales Executives under contract with The Vaughan Company Realtors or with one or more cooperating real estate salespersons or brokers not associated with The Vaughan Company Realtors as those parties may agree, provided, however, that Sales Executive shall notify The Vaughan Company Realtors of such sharing arrangements. All payments of referral fees and shares of commission shall be made by The Vaughan Company Realtors for monies withheld for that purpose.

5.3 Commission Schedule. The Vaughan Company Realtors will promptly share the commissions actually received by The Vaughan Company Realtors with Sales Executive as a result of the efforts of Sales Executive, after deducting The Vaughan Company Realtors Errors and Omissions premium, an administrative and processing fee, and all such advances, loans or Office Billing Accounts which are owed by the Sales Executive, in accordance with The Vaughan Company Realtors Commission Schedule for Sales Executives. The Vaughan Company Realtors will have the right to revise commission schedules and revisions to the schedule shall be immediately applicable to all transactions involving Sales Executive, except those in which the Buyer and Seller have signed a purchase contract, unless the Sales Executive’s association with The Vaughan Company Realtors has been terminated in which event the payment of commissions to Sales Executive is governed by section 5.7

herein. No commission shall be payable to Sales Executive unless Sales Executive has fully complied with section 4.4, herein.

5.3.1 Withholdings. Broker shall not withhold from Sales Executive's commissions any amounts for taxes or any items other than above, except amounts representing those withholdings required by law and except those amounts representing the Sales Executive's Office Account Billing due the Broker and withholdings which Broker may from time to time advance on behalf of Sales Executive or loan to Sales Executive and which are due to Broker.

5.3.2 Sales Executive Express Agreement to Withhold. Sales Executive expressly agrees that Broker may deduct, as a withholding and/or setoff, any part or all of the fees, charges and expenses due Broker by Sales Executive from commissions otherwise payable to Sales Executive. By Sales Executive's signature on this Agreement, Sales Executive specifically agrees to and authorizes the aforementioned withholdings and/or setoffs.

5.4 Sales Executive as a Principal. In the event a Sales Executive desires to purchase a property in which he/she will have any ownership interest and which is not listed with a licensed real estate brokerage, Sales Executive shall indemnify, defend, and otherwise hold The Vaughan Company Realtors harmless from any and all claims made against The Vaughan Company Realtors regarding or arising out of the purchase of said property. In the event a Sales Executive desires to sell a property in which he/she has any ownership interest, Sales Executive agrees to list said property with The Vaughan Company Realtors with a minimum of three percent (3%) commission due to The Vaughan Company Realtors.

5.4.1 Sales Executive Disclosures. Sales Executive shall disclose in writing to the buyer or seller that he/she is a real estate licensee and that he/she is acting in the transaction as a principal (either that the Sales Executive has ownership interest in the property or will be purchasing the property) and to disclose additionally, to the unlisted seller, that The Vaughan Company Realtors is not receiving a commission and has absolutely no involvement in the transaction.

5.4.2 Commission Bonus When Acting as a Principal. If Sales Executive is a principal in a transaction either purchasing or selling, the Sales Executive will pay errors and omissions fee, the administrative and processing fee. All other commission to be waived by the Broker. If Sales Executive collects a full commission, Broker will waive their portion but Sales Executive's amount received will not be calculated towards annual commissions for split advancement purposes. Sales Executive will be allowed to purchase or sell one residence for every \$16,500 GCI earned personal income.



5.4.3 Submission of Offer. When acting as a principal, including investment in a limited partnership or real estate investment trust, Sales Executive agrees to submit all offers and associated paperwork to the Branch Broker for review prior to the offer to enable the Branch Broker to insure the proper disclosures have been made. Failure to comply with this provision will subject Sales Executive to immediate termination and Sales Executive hereby expressly agrees to pay The Vaughan Company Realtors a six percent (6%) commission on the sale or purchase and further authorizes such amount to be withheld from any earned commissions due the Sales Executive.

5.5 No Commissions Payout Until Collected. In no case shall Broker be personally liable to Sales Executive for any commission, nor shall Sales Executive be personally liable to Broker for any commission, unless and until said commission shall have been collected from the party or parties for whom the services were performed. Except as otherwise provided herein, Broker shall pay over to Sales Executive his/her share as soon as practicable.

5.6 Assignment of Commissions. Broker shall have the right to assign a portion of a commission to another Sales Executive who performs services on a transaction because Sales Executive is absent or otherwise unavailable or fails to perform an acceptable level of service.

5.7 Commission Upon Termination. If this agreement is terminated for any reason, Sales Executive will be paid according to their earned commission split level on any pending transactions that successfully closes.

6. LISTING COMMISSIONS AND OTHER FEES.

6.1 Minimum Fee. The commissions and fees for services rendered on the sale, rental, trade or lease of residential real estate shall be six percent (6%). The commission and fees for the sale, rental, trade or lease of unimproved real property shall be ten percent (10%). In no event shall the Sales Executive agree to charge less than the commission or fee established by the Broker without prior approval by the Broker.

6.2 Split With Cooperating Brokers. It is the policy of the Broker to offer 50% or less of the listing commission to a cooperating broker through the MLS. Sales Executive shall not offer more than 50% of the listing commission or offer a commission bonus out of the listing side of the commission to The Vaughan Company Realtors cooperating Broker, when that offering lowers the due listing Sale Executive to less than 50% of the listing commission without prior approval by the Branch Broker.

6.3 Confidential. Sales Executive's commission inquiries must be limited to asking the amount of the cooperative brokerage fee offered to The Vaughan Company Realtors on the cooperative transaction and not the total commission amount paid by the seller to the listing broker. In responding to inquiries from cooperating brokers or agents as to the cooperative commission on The Vaughan Company Realtors listings, Sales Executive must limit their discussion to the commission paid to the cooperating broker and not disclose the total commission paid by the seller to The Vaughan Company Realtors.

7. SALES EXECUTIVE MONTHLY OFFICE BILLING.

7.1 Sales Executive Advances. Under no circumstances will Broker make cash advances to, or on behalf of, Sales Executive. It is understood and agreed that at the sole discretion of the Broker, the Broker may, from time to time, make certain advances or loans to Sales Executive for charges and expenses that are solely the ultimate responsibility of Sales Executive. It is clearly understood and agreed by Sales Executive that no such advances or loans are considered to be any type of salary to Sales Executive. Such expenses and charges may include, but not be limited to certain marketing and advertising expenses when it is impracticable to pay in advance.

7.2 Conditions. Sales Executive agrees to the following conditions:

7.2.1 Branch Broker must sign a "Billing Authorization" prior to any charge being placed on an Office Billing Account.

7.2.2 Each month Sales Executive is responsible to pay the outstanding balance owed on the Office Billing Account.

7.2.3 Sales Executive agrees and hereby authorizes that the entire unpaid balance will be deducted from any earned commissions payable to Sales Executive.

7.3 Monthly Statement. Broker shall prepare and submit to Sales Executive, a monthly accounting statement (Office Billing Account) reflecting the Sales Executive's expenses, fees, and other financial obligations as set forth herein.

7.4 Reimbursements. Sales Executives shall reimburse The Vaughan Company Realtors for any referral fees, shares of commissions or other costs or payments which The Vaughan Company Realtors pays or has paid in good faith reliance on Sales Executive's statements or silence as a result of judgments, arbitrations, awards, mediation or other established entitlements except as outlined in The Vaughan Company Realtors Error and Omissions Program. Their rights to reimbursement

and recovery shall survive termination or expiration of this agreement.

7.5 Non-Payment Remedy. In the event that such advances or loans are not repaid, the Broker shall, and is hereby authorized by Sales Executive, to file suit against Sales Executive and shall receive in addition to such advances or loans, all costs and expenses incurred in collecting the above sums, including, but not limited to attorney's fees. It is further understood and agreed that any advances or loans made by the Broker on behalf of the Sales Executive after the termination of the association between the Broker and the Sales Executive are still valid and enforceable by the Broker against the Sales Executive as enumerated above.

7.6 Collection Costs. Sales Executive shall be responsible for, and hereby agrees to pay Broker, all costs, including, but not limited to court costs, litigation expenses, and reasonable attorney's fees incurred by Broker in the collection of, or the attempted collection of, all amounts due and owed Broker by Sales Executive under the terms of this Agreement.

7.7 Bad Checks. Sales Executive agrees to reimburse The Vaughan Company Realtors for any and all costs incurred as a result of any check returned for insufficient funds or any other cause of not being honored such as a stop payment being ordered for whatever reason.

8. TRANSPORTATION.

8.1 Sales Executive Expense. The Broker shall not pay the Sales Executive's transportation expenses or be liable to the Sales Executive for any expenses incurred by Sales Executive shall furnish his/her own automobile and pay all expenses thereof.

8.2 Automobile Insurance. Sales Executive agrees to carry and maintain public liability insurance upon his/her automobile with minimum limits of \$250,000.00 for each person and \$500,000.00 for each occurrence and with property damage limit of at least \$100,000.00, or the minimum limits required by the law where said automobile is registered or regularly driven, whichever is greater. Sales Executive agrees to list The Vaughan Company Realtors as an "Additional Insured" on all applicable policies. Sales Executive further shall provide proof to said Broker of said insurance within fifteen (15) days of the execution of this agreement and at least every six (6) months thereafter.

8.3 Indemnification. Sales Executive hereby agrees to indemnify and hold harmless the Broker from any and all liability, including reasonable attorney's fees, in connection with the operation by the Sales Executive of any automobile and any failure by Sales Executive to carry and maintain the aforesaid automobile insurance.

9. AUTHORITY.

9.1 Authority to Bind. Broker shall not be liable for any of the Sales Executive's acts or omissions, and the Sales Executive shall be absolutely no authority to bind the Broker by any promise or representation, unless specifically authorized by Broker, in writing, in a particular matter. Broker shall not be liable to Sales Executive for any expenses incurred by him/her, nor shall Sales Executives be liable to The Vaughan Company Realtors for any expenses incurred by Broker except as outlined herein.

10. LEGAL RESPONSIBILITIES.

10.1 The Vaughan Company Errors and Omissions Program. From time to time, claims, complaints or litigation involving Broker and/or Sales Executive may arise directly from the activities of Sales Executive. Sales Executive hereby agrees to participate in The Vaughan Company Realtors Errors and Omissions Program and pay to The Vaughan Company Realtors a premium for each closed transactional side be withheld from any commission earned and payable to Sales Executive. Sales Executive's signature on this Agreement shall be deemed Sales Executive's express agreement to be bound by the provisions (including exclusions) as outlined in this Agreement. The Vaughan Company's Errors and Omissions Program premium may be raised at any time without prior notification.

10.2 Claims. A "claim" means a demand made against The Vaughan Company Realtors and/or its officers or Sales Executives for money, including but not limited to the service of a suit or institution of arbitration proceedings against The Vaughan Company Realtors or Sales Executive, or a demand for reduction of a commission agreed to because of Sales Executive's activity. The Vaughan Company Realtors Errors and Omissions Program is written on a "claims-made" basis and only applies to claims first made against The Vaughan Company Realtors and/or Sales Executive while this Agreement for coverage is in force and only when the alleged error, omission or negligent act occurred during the term of the Agreement. No coverage exists for claims first made against The Vaughan Company Realtors or Sales Executive after Sales Executive is terminated, either voluntarily or involuntarily from The Vaughan Company Realtors. In case of settlement, Sales Executive is not relieved of his/her liabilities under section 10.4 of this Agreement.

10.3 Pre-Litigation Expense. In the event no lawsuit is ever filed and no monies are paid or reduction in commission is made for the settlement of a claim against The Vaughan Company Realtors or Sales Executive, The Vaughan Company Realtors Errors and Omissions Program shall pay for all pre-litigation expenses except for the



limitations and exclusions defined herein.

- 10.4 Limitation on Sales Executive Liability.** Except for the exclusions and limitations stated herein, when a claim or lawsuit arises concerning a transaction or incident in which Sales Executive was involved, The Vaughan Company Realtors shall provide a defense to Sales Executive if Sales Executive is a defendant. The Vaughan Company Realtors and Sales Executive shall share all attorney fees, related costs, the costs of any judgment against The Vaughan Company Realtors or Sales Executive, and the costs of any settlement paid by The Vaughan Company Realtors for itself or Sales Executive on the same basis, and in the same proportion as commissions are split on The Vaughan Company Realtors Commission Schedule. However, the amount of the Sales Executive's obligation shall not exceed the amount of the Sales Executive's share of the commission earned and paid in the underlying transaction. If no commission was earned and paid from the transaction or incident, the prorata amount of the Sales Executive's obligation shall not exceed \$1,000. Sales Executive acknowledges that the selection of attorneys to provide the defense and decision regarding settlement and defense of claims will be exclusively made by The Vaughan Company Realtors. In the event of a conflict of interest between The Vaughan Company Realtors and Sales Executive, The Vaughan Company Realtors will inform Sales Executive and Sales Executive will be responsible for retaining legal counsel to represent his/her interests.
- 10.5 Indemnification for Exclusion.** Sales Executive shall indemnify and hold harmless Broker from all fines, levies, suits, proceedings, claims, action, or causes of action of any and whatsoever nature, including but not limited to all costs, court costs, litigation expense and reasonable attorney's fees arising from, growing out of, in connection with or incidental to Sales Executive's activities and operation of real estate business which is not covered, or is excluded, in The Vaughan Company Realtors Errors and Omissions Program as stated herein. Broker agrees to work closely with Sales Executive to keep such expense to a minimum, but The Vaughan Company Realtors reserves the right to select the attorney(s).
- 10.6 Indemnification for Illegal or Unethical Conduct.** Sales Executive shall fully and completely indemnify and hold harmless Broker, including the payment of reasonable attorney's fees, in the event that Broker is required to respond in damages to a third party or parties by reason of any conduct (i.e. act(s) of commission or omission) of Sales Executive which shall be in violation or alleged violation of any Federal, State and/or Local law, rules, regulation, or codes of ethics applicable to Sales Executives.
- 10.7 Cooperation.** In the event any activity in which Sales Executive is involved in, results in a dispute, litigation or legal expense, Sales Executive agrees to cooperate fully and completely with The Vaughan Company Realtors and its attorney and shall

assist in The Vaughan Company Realtors investigation and defense. Sales Executive shall immediately (within 24 hours) notify The Vaughan Company Realtors of each claim and shall immediately (within 24 hours) provide The Vaughan Company Realtors with all demand letters, legal papers, and other documents which might relate to that matter. Sales Executive shall not make any payment, admit any liability, settle any claim, assume any obligation, or incur any expense without the written consent of The Vaughan Company Realtors or its attorneys.

10.8 Broker to Decide Whether to Litigate or Settle. It is the policy to avoid litigation whenever reasonably possible, and the Broker, within its sole discretion, may determine whether or not any litigation or dispute shall be prosecuted, defended, compromised, or settled, and the terms and conditions of any compromise or settlement whether or not legal expense shall be incurred. Broker, within its sole discretion shall determine whether to commence litigation to collect a commission, or for any other purpose, and to settle any litigation or other dispute of any type.

10.9 Exclusions. It is hereby expressly acknowledged by the Sales Executive and Broker there are exclusions contained in The Vaughan Company Realtors Errors and Omissions Program and in applicable policies of insurance. The provision in this Section 10 regarding the defense of Sales Executive and limitation on Sales Executive's liability do not apply to (A) any criminal proceeding, (B) any administrative proceeding (such as by the State for license revocation), (C) any Board of Realtors disciplinary (ethics) proceeding, (D) any punitive or exemplary damage awarded as part of a judgment, (E) any claim arising from a transaction where the Sales Executive acted as principal (i.e., as seller, purchaser, principal, landlord or tenant) in any real estate sale or rental transaction outside the scope of his or her authority as defined in this Agreement, or (F) any claim in which the evidence establishes liability based upon Sales Executive's acts or omissions which were dishonest, deliberately fraudulent, criminal, malicious, or deliberately wrongful or in violation of any Federal, State and/or Local law, rules, regulations or code of ethics applicable to Sales Executive.

10.10 Additional Exclusions. It is specifically acknowledged and recognized by the Sales Executive that if any litigation or dispute involving the Sales Executive relates to any act of racial or other legally defined discrimination, fraud or any other intentional tort or situation wherein a Sales Executive is involved as direct principal, no errors and omissions insurance or The Vaughan Company Realtors Errors and Omissions Program is available to Sales Executive. Further, there is no errors and omissions insurance or The Vaughan Company Realtors Errors and Omissions Program available to a Sales Executive in matters that relate to insurance, mortgage brokering or settlement services.

10.11 Payment of Contribution. Sales Executive shall contribute the amounts set forth



herein at the time The Vaughan Company Realtors actually pays to resolve the legal claim or lawsuit if Sales Executive is still associated with The Vaughan Company Realtors. If Sales Executive is no longer associated with The Vaughan Company Realtors at the time The Vaughan Company Realtors is served with the legal claim or lawsuit, or if Sales Executive's association is terminated for any reason while a lawsuit or legal claim is pending, Sales Executive expressly agrees to assign all earned or pending commissions, and any rights thereto, to The Vaughan Company Realtors until Sales Executive's contribution is paid in full.

10.12 Equal Opportunity. It is The Vaughan Company Realtors policy to fully support equal opportunities in housing, and the laws and principles pertaining thereto, and Sales Executive agrees to and shall conduct his or her endeavors in full compliance therewith in furtherance of The Vaughan Company Realtors policy to strictly abide by such fair housing laws, thereby providing service to buyers and sellers regardless of race, creed, color, national origin, sex, age, handicap or familial status.

11. SUITS FOR COMMISSION.

11.1 Expense for Lawsuits. Expense for attorney's fees and/or related costs, incurred by The Vaughan Company Realtors in the collection of the commission shall be shared by the Sales Executive on the same basis, and in the proportion as commissions are split on The Vaughan Company Realtors Commission Schedule. To the extent feasible, The Vaughan Company Realtors will consult with Sales Executive in advance of initiation of any such collection. Sales Executive shall promptly reimburse The Vaughan Company Realtors for Sales Executive's share of those fees and costs as they are incurred by The Vaughan Company Realtors.

11.2 Discretion of Broker. Suite for commission shall be maintained in the name of The Vaughan Company Realtors.

12. DEFAULT.

12.1 Loss or Damage. The parties hereto mutually agree that if either party shall be in default of or in breach of any terms and conditions of this Agreement and such default or breach shall result in any loss or damage to the other party, then, and in that event, the defaulting party hereby agrees to pay to the other party any such loss or damage (including reasonable attorney fees) and further agrees to hold the other party harmless from any claim, demand, cause of action, or lawsuit which may result from, or be caused by, such breach of the Agreement.

12.2 Contractual Lien. There is hereby granted to the defaulted party (i.e., the party defaulted against) a contractual lien upon any sums due or owing to the other or

which may be collected by the defaulted party and subsequently be due or owing to the other party to cover the items described herein. The defaulted party is authorized to retain said sums until said claim, demand or cause of action shall be decided.

13. CONTRACTS OF SALE/EARNEST MONEY DEPOSIT.

13.1 Earnest Money Deposits. All contracts of sale shall be accompanied by an earnest money deposit, suggested to be one percent (1%) or more of the purchase price. Sales Executive will, at times, require purchaser, or prospective purchaser, to put up such earnest money deposit, unless a higher or lower sum shall be mutually agreed upon by Purchaser and Seller. Sales Executive is expressly prohibited from accepting a postdated check, or agreeing not to deposit any earnest money deposit check, without having the Broker and Seller mutually agree to same in writing.

13.2 Handling of Earnest Money Deposits. Sales Executive recognizes that the handling of deposit monies and other trust funds is a serious fiduciary undertaking. Sales Executive recognizes his/her duty, when charged with the handling of such deposit monies to see the proper and prompt turning over of said deposit monies and other funds to the Broker or appropriate escrow company as soon as possible. Earnest money deposits shall be deposited into escrow within one (1) banking day of the final acceptance by both parties to the Purchase Agreement. Any monies levied against The Vaughan Company Realtors or Sales Executive by any organization or government agency as a result of the negligence or noncompliance by the Sales Executive shall be the exclusive responsibility of Sales Executive.

14. SALES EXECUTIVE ASSISTANTS.

14.1 Permission Required. Sales Executive shall not hire an assistant, telemarketer or Buyer's Broker that will work in the office or carry out activities, which require a real estate license without obtaining the prior written permission of the Broker.

14.2 Written Agreement. Prior to the commencement of any service by an assistant, telemarketer or Buyer's Broker, the Sales Executive shall execute an addendum to this Agreement specially addressing the duties and compensation of the assistant, telemarketer or Buyer's Broker.

14.3 Licensed Assistant. If the local Board of Realtors or Multiple Listing Service deems the activities performed by a licensed assistant to be such that membership in the Board of Realtors or MLS is required, Sales Executive shall insure that the assistant promptly joins and maintains membership in good standing in said Board of Realtors or Multiple Listing Service.



15. TERMINATIONS.

15.1 Termination at Will. This Agreement and the relationship between the parties may be terminated at will without cause and without prior notice.

15.2 Return of Company Property. Upon termination of this Agreement, Sales Executive shall immediately return to the office all keys, equipment, signs, lockboxes, supplies and reference material, etc. belonging to the office and shall satisfy any and all outstanding debts or obligations which are due Broker.

16. POLICY AND PROCEDURES MANUAL AND COMPANY MEMORANDA.

16.1 Policies and Procedures. The Sales Executive agrees to be bound by all the provisions, terms and conditions of the Broker's Policy and Procedures Manual and any written company memoranda to the extent not in conflict with this Agreement. In the event there is any such conflict between said Broker's Policy and Procedures Manual, written company memoranda and this Agreement, then this Agreement shall control but only to the extent of any such conflict. The Sales Executive acknowledges and agrees that said manual(s) and company memoranda may be altered or changed from time to time and said Sales Executive agrees additionally to be bound by such alteration or changes as same may occur.

17. DISAGREEMENT AND DISPUTE.

17.1 Agreement to Arbitrate. Except as provided in section 17.2 hereof and except in that instance where there is a default of nonpayment by the Sales Executive of any sums of money owed by Sales Executive to Broker, and in the event of disagreement or dispute between Sales Executive and Broker, the parties hereto agree to submit such dispute or disagreement to arbitration in accordance with the rules, regulations, and procedures of the American Arbitration Association.

17.2 Sales Executive's Disputes. In the event a disagreement or dispute between Sales Executive and another salesperson associated with Broker which dispute or disagreement arises out of Sales Executive's activities as a salesperson, the disagreement or dispute will be settled between the parties. If unable to agree, the dispute will be resolved by the Broker and its decision(s) will be final and nonappealable and will be accepted by all parties. In its sole discretion, Broker may decide that the dispute shall be resolved by an Arbitration Panel of Brokers in which case Sales Executive agrees to arbitrate the dispute in accordance with its rules, regulations, and procedures of said Arbitration Panel. This paragraph will be applicable only if such other person associated with Broker is also required by agreement with Broker

to submit such disputes or disagreements to Broker for decision.

18. SALES EXECUTIVE'S PERSONAL PROPERTY.

18.1 Sales Executive's Responsibility. The Sales Executive agrees that if he/she brings personal property into the office facilities under paragraph 3.1 of this Agreement, including but not limited to personal computers, printers, fax machines, etc., this personal property will not be covered by The Vaughan Company Realtors property insurance. Sales Executive agrees to indemnify, defend, and otherwise hold The Vaughan Company Realtors harmless regarding or arising out of damage, theft or destruction of Sales Executive's personal property.

18.2 Insurance. Sales Executive acknowledges that The Vaughan Company Realtors has advised him/her to procure insurance for all of Sales Executive's personal property on The Vaughan Company Realtors premises.

19. MISCELLANEOUS.

19.1 Successors in Interest. This Agreement shall be binding upon and the benefits shall inure to the heirs, successors and assigns of the parties hereto.

19.2 Assignment. This Agreement is personal to the parties hereto and may not be assigned, sold or otherwise conveyed by either of them.

19.3 No Waiver. The failure of any party hereto to enforce at any time any of the provisions or terms of this Agreement shall not be construed to be a waiver of any such provision or term, nor the right of any party thereafter to enforce such term or provision.

19.4 Entire Agreement. This Agreement constitutes the entire Agreement between the Broker and Sales Executive, and supersedes and replaces any previous independent contractor agreement between the parties, except said previous agreements shall remain operative and controlling with respect to all matters prior to the date hereof or any revision hereto. There are no agreements or understandings concerning this Agreement, which are not fully set forth herein.

19.5 Enforceability. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect and shall be liberally construed in order to effectuate the purpose and intent of this Agreement, and the invalidity or un-enforceability of any provision of this Agreement in any jurisdiction shall not affect the durability or enforceability of any such provision in any other jurisdiction.



19.6 Captions. The Captions of the paragraphs throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provision of this instrument.

19.7 Survivability. Whenever any provision in this Agreement assigns a right or responsibility to Broker or Sales Executive after termination of this Agreement, said right or responsibility shall survive the termination of this Agreement.

19.8 The Vaughan Company Realtors Errors and Omissions Program. Sales Executive agrees to have an amount as outlined in the policy and procedures manual deducted and withheld from each transaction-side closing for the purpose of payment to the Errors and Omission's Program Fund.

19.9 The Vaughan Company Realtors Administrative and Processing Fee. Sales Executive agrees to have an Administrative and Processing Fee in an amount as outlined in the policy and procedures manual deducted and withheld from each transaction-side closing.

IN WITNESS WHEREOF, the parties hereto have signed, or caused to be signed these presents, and agree to the above terms, and acknowledge receipt of a copy of this Agreement.

BROKER: The Vaughan Company Realtors

By: _____

Sales Executive: _____

Antitrust Compliance Policies

1. The commission rates of our firm are based upon the cost of the services we provide, the value of these services to our clients and competitive market conditions. Our commission rates are not determined by agreement with, or recommendation or suggestion from any person not a party to a listing agreement.
2. Sales Executives affiliated with this firm shall not participate in any discussion with any person affiliated with or employed by any other real estate firm concerning the commission rate charged by this firm, or any other real estate firm in our community.
3. When soliciting a listing, or negotiating a listing agreement, no Sales Executive affiliated with this firm shall make any reference to a “prevailing” commission level in the community, the “going rate”, or any other words or phrases that suggest that commission rates are uniform or standard within our marketing area.
4. The amount of sub-agency compensation, or “commission split”, offered by this firm to cooperating brokers is determined by the level of service we can expect a cooperating office to perform, and the amount of compensation necessary to induce cooperation under prevailing market conditions. Sub-agency compensation, or commission splits, are not intended, and may not be used, to induce or compel any other real estate firm in our marketing area to raise or lower the commission they charge to their clients.
5. When soliciting or negotiating a listing agreement, no Sales Executive affiliated with this company shall disparage the business practices of any other real estate firm, or suggest that this company will not cooperate with any other real estate firm. Listing presentations shall focus exclusively upon the level of service and professionalism provided by this company, the results we have achieved for other clients, and the value the client can expect to receive for the fee we charge. Potential clients should be invited, and encouraged to compare the value of our services to those of any other real estate firm in our market area. Likewise, any Sales Executive who invited by a potential client to compare our services with those of any other real estate firm should do so by emphasizing the nature and quality of the services we provide.
6. Whenever a Sales Executive is unsure about the proper way to respond to the concerns of an actual or potential client or customer, or whenever a Sales Executive has been



present during an unauthorized discussion of fees/commissions, Sales Executive should contact Broker immediately. If necessary, the broker will consult our firm's attorney.

I have read, understand, and agree to abide by, the policies and procedures as set forth above.

SALES EXECUTIVE: _____ Date: _____

SALES EXECUTIVE BENEFITS

Complimentary to all Agents

The Vaughan Company Realtors:

- § 500 business cards
- § 250 announcements – excluding postage
- § 50 just listed cards – excluding postage (for every listing)
- § 50 just sold cards – excluding postage (for every sale)
- § 2 Open house signs; additional signs available for purchase
- § The Vaughan Company Realtors training to make you comfortable with buyers and sellers
- § MLS work stations
- § Buyer's and Seller's forms
- § Free or discounted CE classes
- § Name badge
- § Open House Ads
- § Long Distance Phone Calls that are business related
- § Relocation Packets
- § Signs
- § Lock-boxes
- § Voice Mail
- § E-mail address

Sales Executive Signature



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Digital Camera

- § Camera is available on a check out system
- § Sales Executive is responsible for the camera while in their possession
- § Equipment is available in the office for downloading pictures

Procedures: See your office administrator.

Color Laser Copies

- § Color copies are available for \$0.39 per copy

Procedures: Charges for color copies will appear on your monthly agent statement.

Internet Exposure and Resources

- § www.vaughancompany.com
- § www.NAR.com

Procedures: For your personalized BIO page on the company website, you must take the technology introduction class.

Procedures: Complete ad request forms and submit to the office administrator along with property/agent photos if applicable.

Your Guide to Homes Magazine

- § Every new listing will be advertized in Homes Magazine one time at no charge to sales executive.

Supplies

- § Stationery supplies such as letterhead, envelopes and brochures are available for day-to-day transactional use. Supplies in bulk will be charged to Sales Executive at product cost.

Listing Signage

- § Our Advertising Department will handle signage requests.
- § Sales Executives will not be charged for sign placement of regular for sale signs
- § Sales Executives will be charged \$45 for sign placement of "Estate" for sale signs

Copy Machine

- § Copy machine usage is provided at no charge for day to day transactional use.
- § Additional copies will be charged to Sales Executive at standard market rate, which is currently \$.05 per copy.

Postage

- § Transaction postage is paid by company. Large mailings or personal mail will be charged to Sales Executives.
- § Fedex – Discounted rates are available.
- § Check for payment must be submitted with package at time of pick-up.

Procedures: See office administrator for rates or metering questions.

Long Distance

- § All business related long distance calls will be paid by The Vaughan Company Realtors.

Procedures: The telephone system will prompt for a required access code upon entering a long distance number. Your personal ID code issued by your office administrator is your access code for long distance

Marketing

- § Many services and products are available; please review your Vaughan Company Realtors brochures.

The Vaughan Company Realtors explicitly reserves the right to add to, modify, or eliminate any service or benefit offered at anytime.

A Winning Image For Success

The greatest gift...is to see ourselves as others see us.
— Scottish Proverb



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The Power of the Professional Image

Clothing is important, and it goes a long way toward making you feel really good about yourself. Dressing right for any occasion will not only influence how you are treated, but how you treat others. You owe it to your audience to dress your best.

How to Decode the Dress Code.

Consider the purchase of appropriate business clothing to be an investment. Buy the basics that wear well and mix well—classic styles are your best bet.

Clothing has always been an acknowledged communicator. The message matters. Your clothing could classify you before anyone gets to know you or your capabilities. How you dress affects your confidence and credibility.

Although the range of what is acceptable can be wide, the subliminal message your clothes communicate needs to be sober: “I’m serious, respected, and in control.” This is not to say that you cannot be fashionable or even imaginative, as long as you project a professional image.



Sample Forms

Don't measure yourself by what you have
accomplished, but by what you could have
accomplished with your ability.

—John
Wooden

Sample Weekly Schedule

All Data for the week is entered here.

All prospects and clients go here.

Block out scheduled time using "Z"s or arrows

Week Begins 10-25-93

Weekly Schedule

Name ALICE SMITH Office DEL MAR

SUMMARY OF LAST WEEK # of Open Houses 2 #Leads 14 #Drop by 7 #Probes 3

#Write offer 1 #Open Escrows 2 # Closed Escrows 1

TIP ANALYSIS #T %P %I %N Avg. Hrs. Day Avg. N hrs Day

Monday Tuesday Wednesday Thursday Friday Saturday S

Date	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	S
7:00							
8:00							
9:00							
10:00		OPAK MEETING					
11:00	ACTUAL MEETING	TOUR					
12:00							
1:00			ALL DAY SELL TRAINING				
2:00				YH			
3:00				DA			
4:00		FLYER/SHOW PRESENTATION		DO	ALL DAY SELL TRAINING		
5:00						OPEN HOUSE	
6:00							
7:00	PHONE WORKSHOP				ADAMS		
8:00							
9:00							

	Client/Phone	Type	Day	Time	Next Step	Day	Time	Next Step
1	JOE ADAMS	B	10/29	7:30	Drop CNTR			
2	LISA KING	B	10/30	8:00	Probe			
3	ANN JONES	B	11/2	10:00 ^A	Probe			
4								
5								
6								
7								
8								

SCHEDULED OPEN HOUSES **ADDRESS** **DATE** **TIME**

1. 2468 CATHER AVE SAN DIEGO, CA 10-30-93 10-5

2.

3.

<> An Independently Owned and Operated member of
 <> The Prudential Real Estate Affiliates, Inc.

Identify type of prospective client and the date of appointment.

Identify next relevant step



Personal information about perspective client is placed here.

Certified Buyer Checklist

Sales Environment Learning Laboratory

Committed Buyer Checklist

For Robert Big Bucks Company LASOLLA
Client Ralph & Janice Baker Date acquired 10/10/93
Date called 10/11/93 Appointment Date 10/14/93
Open house 1175 HARBOR LANE Address _____
Work phone (49) 289-1774 Home phone (619) 555-4731

SERIES: 1 2 3 4

CLIENT SOURCE
Open House 4
Floorball _____
Sphere of Influence _____
Cold Call _____
Farm _____
Mailout _____
Community _____

Let me review with you how I work. I don't work with every potential buyer, but the clients I do engage with, MUST be committed to producing results.

PHASE ONE - BUYER INTERVIEW

YES NO WE HAVE AGREED:

- ☒ 1. To have all decision makers present in person.
- ☒ 2. To spend at least 45 minutes in interview.
- ☒ 3. To come to an agreement on what you're looking for.
(1) Privacy
(2) Value
(3) Prestige
- ☒ 4. That I am your exclusive agent and I represent you.
- ☒ 5. (Buyers agreement attached)
- ☒ 6. That you will be pre-qualified by Prud. for \$ 150,000 down payment.
- ☒ 7. That you are prepared to buy now.
- ☒ 8. Date/time of next appointment.
10/17/93
- ☒ 9. That we will be in communication.
- ☒ 10. Buyer is prepared to make a decision on property and to make an offer.

PHASE TWO - SHOWING PROPERTY

Again, I don't work the way most agents do. I only want to show you properties that are meaningful and fit your needs.

- ☐ 1. Pre-write offer and have on clipboard before showing property.
- ☐ 2. Show 3 properties.
- ☐ 3. Bring back to office for debriefing.
- ☐ 4. Write offer. (Go to 3A)
- ☐ 5. Re-interview to redefine needs and identify where communication broke down. (Go to 3B)

PHASE 3A - SHOWING PROPERTY

- ☐ 1. Pre-write offer and have on clipboard.
- ☐ 2. Present offer.
- ☐ 3. Countered.
- ☐ 4. Accepted.
- ☐ 5. Set financing appointment and give completed file to escrow specialist.

PHASE 3B - SHOWING PROPERTY

- ☐ 1. Re-establish needs
- ☐ 2. Identify what got in the way _____
- ☐ 3. Show 3 properties.
(1) _____
(2) _____
(3) _____
- ☐ 4. Bring back to office for debriefing.
- ☐ 5. Write offer.
(Go to 4A)
- ☐ 6. Make appointment with manager (Go to 4B)

PHASE FOUR 1A - MANAGEMENT SUPPORT

- ☐ 1. Pre-write offer and have on clipboard.
- ☐ 2. Present offer.
- ☐ 3. Countered.
- ☐ 4. Accepted.
- ☐ 5. Set financing appointment and give completed file to escrow specialist.

PHASE 4B - MANAGEMENT SUPPORT

- ☐ 1. Re-establish relationship with manager present.
- ☐ 2. Identify what got in the way with managers assistance.
- ☐ 3. Show 3 properties.
(1) _____
(2) _____
(3) _____
- ☐ 4. Bring back to office for debriefing.
- ☐ 5. Write offer. (Go to 5A)
- ☐ 6. Discontinue working with client. (Go to 5B)

- ☐ 1. Present offer.
- ☐ 2. Countered.
- ☐ 3. Accepted.
- ☐ 4. Set financing appointment and give completed file to escrow specialist.

- ☐ 1. Help client understand that he/she is not a buyer now. Establish when they are.
- ☐ 2. Put on follow-ups and mailing list.

Indicate what source generated client interest in The Vaughan Company Realtors.

Complete all steps indicated on checklist.



Agent Report

Office information is placed here.

AGENT REPORT

Office: LA JOLLA

Date: 10 / 22 / 93

S.E.L.L. Series: # 4 (July)

Name: BigBucks, Robert
Last First

Master: Jenny Bickerson

Weeks with Company: 14

Real Estate Licenced	①
Real Estate Unlicenced	2
Test Date	3
No Result	4
Passed	5
Failed	6
Transfer	7

If unlicensed, give status above.

Statistical information is placed here.

SECTION I ATTENDANCE (Circle one)

Present

Excused Unexcused

SECTION II ACTIVITY

- 2 Number of open houses held
- 22 Names & phone numbers collected
- 4 Number of appointments from open houses
- 3 Number of new committed clients this week
- 1 Number of new CERTIFIED BUYERS™ this week
- 2 Number of CERTIFIED BUYERS™ total (list)
 - 1. R. Smith
 - 2. J Jones
 - 3.
 - 4.
 - 5.
 - 6.

SECTION III RESULTS

0 Number of new escrows open this week (list)

Address	Target Close
<u>1743 Harbor</u>	<u>Nov 14</u>
<u>2230 WALTER</u>	<u>Dec 7th</u>



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