

**Real Estate of Florida**

# **NEW AGENT SIGN UP**

You must be a member of a local Board of Realtors Association that Real Estate of Florida participates with. Our signup process takes no more than 5 minutes. Please review all new agent documents, sign, initial and return back to us. The office will take care of the rest and return a fully executed copy for your records once you have joined our team.

## **OUR PACKAGE INCLUDES THE FOLLOWING:**

- ✓ Commission Agreement
- ✓ Policy & Procedure's Manual
- ✓ Independent Contractor's Agreement
- ✓ Broker/Associate Agreement
- ✓ Sample of Real Estate of Florida's Disclosure
- ✓ Agent Information Sheet
- ✓ RE-11 for all Boards



**Real Estate of Florida**

**EXHIBIT "A"**

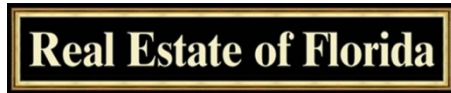
**COMMISSION AGREEMENT  
ADDENDUM TO "BROKER/ASSOCIATE AGREEMENT"  
REAL ESTATE OF FLORIDA  
100% COMMISSION PROGRAM**

- A) Gross Commission over \$1500 Transaction fee \$395
- B) Gross Commission under \$1500 Transaction fee 20%
- C) Gross Commission over \$20,000 Transaction fee \$1000
- D) ALL RENTALS Transaction fee 20%
- E) Commissions may be paid at closing, as long as your file is complete with all required documents in the paperless pipeline within 48 hours prior to closing or commissions will be paid SEVEN (7) banking days after the deposit is made, and a complete file is posted to PAPERLESS PIPELINE with all required documents.
- F) NO TRANSACTION FEE after your team/agent successfully closes 20 sales transactions within a calendar year, you will no longer have a transaction fee, it will be waived for the remainder of that calendar year.
- G) All office referrals are 30% to the office and no additional transaction fees.
- H) Annual renewal fee is \$395.00. If less than (1) one transactions the previous year. NO FEE to associate if he/she closed (1) one or more transactions the previous year.
- I) All Agents must be members of the NATIONAL ASSOCIATION OF REALTORS, FLORIDA ASSOCIATION OF REALTORS, AND THE LOCAL BOARD OF REALTORS.
- J) All Associates and Independent Contractors are expected to send quarterly payments to the IRS.

Associate \_\_\_\_\_ Office Manager \_\_\_\_\_

Print \_\_\_\_\_ Print \_\_\_\_\_

Date \_\_\_\_\_



**REAL ESTATE OF FLORIDA  
POLICY AND PROCEDURE'S MANUAL**

**MISSION STATEMENT:**

Our mission at Real Estate of Florida is to help create successful Real Estate careers. We will accomplish this through a sustainable harmonious long-term relationship with our agents. We will stay up to date in the rapidly changing business environment to constantly have cutting edge tools for our agent's success. By having real estate agents, we will be known as a leader providing great service to the real estate community.

**PREFACE:**

The purpose of this Manual is to set forth general guidelines to be followed in the day-to-day operation of the Company. It can never be so complete as to cover every incident, nor can it answer every question. In any matter not covered by this Manual, Management will decide and be guided in such decisions by experience, the REALTORS Code of Ethics, the Multiple Listing Association Rules and the Laws and Regulations of the Real Estate Commission, all of which are incorporated herein by reference. Management will, from time to time, make additions and revisions, which will be announced and published to become effective with reasonable notice. A copy of this Manual is always available for reference.

Real Estate of Florida is herein referred to as Company, Broker, Office, Firm or Management. Salespeople shall be referred to as Associates. The relationship of the Company to its Associates is that of Independent Contractor and no Employer/Employee relationship exists or is to be implied from any title, provision or language used in this Manual.

## **FAIR HOUSING:**

SALESPERSON has been advised that failure to comply with Fair Housing principles shall result in, appropriate disciplinary action, and possible termination of this Agreement. SALESPERSON warrants and represents that it is SALESPERSON'S intent to attend Fair Housing instructional programs and keep current on developments in Fair Housing as it affects real estate marketing and sales. SALEPERSON understands this acknowledgement, warranty and representation and agrees to it voluntarily.

## **ESCROW FUNDS:**

Real Estate of Florida does not have an in house escrow account. Earnest money, lease deposits and other money; Purchase and Sale (Earnest Money) shall be immediately delivered to a proper escrow agent in accordance with the State Law.

**Rule 61J2-14.008:** Of the Florida Administrative Code now requires licensees, who prepare or present an offer, to indicate the name, address and telephone number of the attorney or Title Company that will serve as escrow agent.

The most recent versions of the FAR and FAR/BAR contract forms provide the space needed to write the necessary information. Within three (3) business days after initial and subsequent deposits are due under the contract, the licensee's broker must make written request to the escrow for written verification that the deposit has been made.

Within ten (10) business days after making the request for written verification from the escrow agent that the deposit has been made, the licensee's broker must provide the seller's broker, or the seller directly if the seller has no broker, with a copy of the written verification provided by the escrow agent or written notice that licensee's broker did not receive verification from the escrow agent. Please note that all communication must be in writing.

## **OFFICE PROCEDURES:**

### **SELLERS REAL PROPERTY DISCLOSURE:**

This form is mandatory for every residential real estate sale. You must provide a disclosure to the other agent, even though you might not represent the buyer. If one party is not willing to sign, just write that on there and have your client sign the disclosure. This document is required in every file by our E&O Insurance and a file is NOT COMPLETE without this disclosure.

### **DISCLOSURE INFORMATION AND AGREEMENT FORM:**

All sales of real property require the use of this disclosure. This disclosure outlines important information relative to the purchase of real estate that all buyers should be aware of. Also, the disclosure includes the Broker Only Commission Fee of \$295.00 payable to Real Estate of Florida at closing in addition to any other commission to be collected.

**OFFICE INVENTORY SHEET:** The office staff will provide from time to time and updated list of the Company's exclusive listings. It is every individual agent's responsibility to keep their listing information current in the MLS.

**PENDING TRANSACTIONS:** All Agents are required to provide Real Estate of Florida with contracts after they are fully executed.

## **BROKER/ASSOCIATE RELATIONSHIP:**

The opportunity is taken here to remind each Associate to read, and from time to time, re-read the Florida State Real Estate License Law.

Associates are reminded, particularly, that the Broker is responsible for their actions. It is our belief that if Associates adhere to the forthcoming guidelines, the Broker will never have occasion to appear before the Real Estate Commission or appear before a Court of Law on their behalf.

Associates are reminded, again, that they are Independent Contractors. The Company shall have no obligation to withhold taxes or Social Security from brokerage fees. To the benefit of both the Associate and the Company, an Independent Contractor Agreement shall be signed by both parties, dated and one copy shall be retained by the Associate for his or her own use.

Changes of the Independent Contractor Agreement shall be in writing, signed and dated by the Company and the Associate. The Independent Contractor Agreement

will always take precedence of this Procedures Manual and will serve as a binding contract between the Company and the Associate.

### **ETHICS:**

Defined simply, the word “ethics” means moral principles and quality of practice. In the Real Estate business, ethics govern our professional relationship with our prospective buyers and sellers and with our fellow REALTORS. Our ethics represent our honesty, integrity and spirit for proper conduct.

The Company is a member of the National Association of REALTOS, the Florida Association of REALTORS and the Local Board of REALTORS. Each Associate, after association with the Company, shall make application for membership in the Association of REALTORS and become a member of the Local Board or REALTORS, the Florida Association of REALTORS and the National Association or REALTORS.

Each Associate in this Company is required to read the Code of Ethics as set forth by the National Association of REALTORS and the codes adopted by our local board and Multiple Listing Association. It is fundamental to say that to be successful, one must be ethical.

### **CONDUCT:**

**DRESS CODE:** It has always been the policy of Real Estate of Florida to encourage their sales people to dress in a business-like fashion. Everyone should keep in mind that we often have just one opportunity to create a good initial impression. Whatever the style or color, it goes without saying that the clothes should be coordinated and pressed with shoes shined, all of which give the appearance of a successful business person.

**CARE OF CARS:** Since an agent’s car is the “office” most seen and used by the clients and customers, it is expected that it will be kept clean and free of clutter to make a good impression. It is also in the agent’s best interest to keep the following items stored neatly in the truck: purchase and sale agreements, listing agreements, hammer, screwdriver, stapler, flashlight and any such materials that might be necessary in the day to day management of the real estate business. Each agent must furnish his/her own automobile, registered in the State of Florida and pay all its expenses. The agent shall provide evidence of insurance coverage with limits of bodily injury, property damage liability \$300,000 of combined single limit coverage or more, medical payments of \$100,000 to each person.

**OFFICE APPEARANCE:** All desks areas should be cleared when leaving for the day. In addition, all Associates share in the responsibility of maintaining neatness in

other parts of the office i.e., work, conference, training and kitchen areas. Remember just clean up after yourself. The orderliness of the office should always reflect a businesslike atmosphere.

**DRINKING:** Alcohol is prohibited on Company premises. It is further suggested that salespeople do not drink during work hours. It is unwise to appear at the office or make business calls with alcohol on your breath. Such action only defeats your efforts, encourages disrespect and incurs ill will of clients and associates.

**SMOKING:** There is NO smoking in any area in the office or adjacent to the building or parking lot area. Agents will not smoke in front of the building at any time.

**OFFICE COMMUNICATIONS:**

If you're taking a day off or an extended vacation, it is expected that you let the receptionist know who will be taking care of your business in your absence or how you plan on accommodating your clients. Failure to make these arrangements may result in assigning another Associate to complete work and commission adjustment.

**MESSAGES:** All agents are required to have voicemail (i.e; cell phone, with voicemail, home phones with answering machine or voicemail, pager with voicemail). Associates should also have an e-mail address.

In special circumstances, the office may take written messages. Whenever possible, the office will attempt to notify Associate of important phone messages and incoming faxes.

**ADVERTISING:**

**PHILOSOPHY:** The Company is working toward a balanced advertising program. For this to be accomplished, the Company must not be bound by sellers who expect, or demand, special advertising on their individual properties. It is thought in mind that we should define our general policy.

The Company reserves the right to select and use advertisements, which will fit into a well-balanced program and secure the greatest number of prospects for seller's properties. It is a policy of the Company to advertise only those properties on which the Company has an Exclusive Right to Sell Agreement.

**RELOCATION:**

A 30% referral fee shall be charged on all Company generated referral as accepted and assigned by Management. These referrals may be from any third party, Program, 'Third-Party' companies, Affinity Groups, etc. Incoming referrals, with the exception of personal contacts, are the property of the Company and shall be handled in the best interest of the Company. Outgoing referrals will be disbursed at Associate's current commission split. Incoming referrals will be disbursed at 70/30 regardless of agent's split. Referrals generated by the Company whereby agent assigned said referral, leaves company and affiliates with another real estate company, said referral shall be retained by Broker. In any event, a referral fee will be paid to referring company. In the event an agent had given a referral and is unable to adequately continue with it, it must be returned to management. Under no circumstances shall an agent be allowed to pass the referral on to another agent on his or her own without management approval.

**Office Policy and Procedure's Manual Agreed Upon and Received By:**

\_\_\_\_\_  
**Agent**

\_\_\_\_\_  
**Office Manager**

\_\_\_\_\_  
**Date**





## INDEPENDENT CONTRACTOR AGREEMENT

It is agreed by **REAL ESTATE OF FLORIDA JENSEN BEACH, INC. dba REAL ESTATE OF FLORIDA**, Hereinafter referred to as "**BROKER**", and **FREDERICK H. KRAUS/REAL ESTATE OF FLORIDA**, Hereinafter referred to as "**ASSOCIATE**", \_\_\_\_\_ as follows:

- LICENSES**: Each of the parties holds appropriate real estate licenses issued by the State Of Florida.
- OFFICE ASSOCIATION**: Associate agrees to exert his/her best efforts to promote the Broker's, the office's and the Associate's reputation and business.
- INDEPENDENT CONTRACTOR STATUS**: The parties agree that Associate is an independent contractor for payment of all federal and state taxes and all other purposes, and is not an employer of, or partner with the Broker.
- BROKER TO PROVIDE OFFICE AND OFFICE PROCEDURES**: Broker shall, in common with other Associates of the office, make available office equipment, local telephone service, membership in local Board and MLS. To allow Associate an equal opportunity in the matter of customer sales and listings, and to promote the image of the parties and the office. Broker agrees to maintain rules and regarding use of the office, days it will be open, office procedures, leads and other sales opportunities. Agent has received and read the Procedure Manual.
- ASSOCIATE RESPONSIBILITY - BUSINESS EXPENSES**: Associate shall be responsible to pay for his/her own license and business fess, automobile and other transportation, long distance phone charges, entertainment, dues in professional and other organizations, charges for multiple listings books and other services, including multiple listing, maps and other sales tools, business cards, postage, long distance phone bills, insurance and other business expenses.
- ASSOCIATE'S ADVERTISING**: Associate is responsible to pay for his/her own advertising. Notwithstanding this, it is understood that the State Real Estate Code imposes certain restrictions on advertising and signs. Associate is not to utilize any advertising, signs, brochures, or other solicitation materials without Broker's advance approval thereof.
- VEHICLES AND INSURNCE**: Associate shall provide his/her own motor vehicle(s) and pay all expenses thereof and carry insurance coverage with the following minimum limits and

liabilities: a) Bodily injury, property damage liability \$100,000 of combined single limit coverage or more. b) Medical payment of \$10,000 to each person. c) Uninsured motorists of \$100,000 to each person. Associate will advise his/her insurance carrier of the type of work they are engaged in. Associate will name REAL ESTATE OF FLORIDA JENSEN BEACH, INC., on their insurance policy. Associates will at all times maintain a Valid State of Florida driver's license, and should the license, and should the license become invalid for any reason, Associate will immediately cease operation of any vehicle in connection with the Agreement. Vehicles operated regarding Agreement will only be those properly registered in the State of Florida.

**8. ASSOCIATE'S TAXES:** Associate shall be responsible to file and pay quarterly estimate, and annual, federal income tax returns, and any other taxes required on an independent contractor. Broker will file any required notices or returns (such as IRS form 1099) on all monies received by Associate through Broker.

**9. COMPLIANCE WITH ASSOCIATION BYLAWS AND RULES:** Both the Broker and Associate agree to comply with all rules and regulations of any Multiple Listing and Service, Board of REALTORS, or other real estate associations to which either or both parties belong. Each party hereby agrees to save the other harmless from violation of any such rules or regulations.

**10. BOARD OF REALTORS:** If Broker (now or in the future) belongs to any Board of Realtors which requires that (as a condition of Broker's membership) all of those associated with Broker must belong, then Associate agrees to immediately apply for and maintain membership and pay (when due) all dues or other charges levied by such Board. In the event of Associate's failure to do so, Broker may terminate this Agreement and/or deduct required dues or charges from the next commission or other monies due Associate.

**11. PROPERTY INVESTMENT:** Associate may acquire for personal investment or residence, property listed with Broker's office or through multiple listing service, provided that the Broker and any other Associate's portion of the commission provided in the listing is paid at closing. Broker or other Associate(s) may likewise acquire property listed by Associate, provided the Associate's portion of the commission provided in the listing is paid at closing. Any personal real estate investments involving Associate, whether listed or not shall be reported to Broker together with documentation of same.

**12. ESCROW FUNDS:** Real Estate of Florida does not have an in house escrow account. Earnest money, lease deposits and other money; Purchase and Sale (Earnest Money) shall be immediately delivered to a proper escrow agent in accordance with the State Law. RULE 61J2-14.008: Of the Florida Administrative Code now requires licensees, who prepare or present an offer, to indicate the name, address and telephone number of the Attorney or Title Company that will serve as escrow agent. The most recent versions of the FAR AND FAR/BAR contract forms provide the space needed to write necessary information. Within three (3) business days after

initial and subsequent deposits are due under the contract, the licensee's broker must make written request to the escrow for written verification that the deposit has been made. Within ten (10) business days after making the request for written verification from the escrow agent that the deposit has been made, the licensee's broker must provide the seller's broker, or the seller directly if the seller has no broker, with a copy of the written verification provided by the escrow agent or written notice that licensee's broker did not receive verification from the escrow agent. Please note that all communication must be in writing.

**13. OWNERSHIP-LISTINGS:** It is understood that all listings, sales and other agreements obtained or negotiated by Associate shall, in accordance with State Law, be in the name of and be the property of the Broker, subject to the Associate's share of any commission. Listing Agreements; leases, and any other wholly or partially executed instruments or documents shall be immediately delivered to the Broker. Associate shall be entitled to copies thereof of his/her own records. Associate has no authority, expressed or implied, to represent anything to a purchaser, seller or anyone else, unless it is contained in the listing agreement, and then there are reasonable grounds for Associate to suspect that it is otherwise, or unless Associate is specifically authorized by the Broker, in the instance to make the representation. Any listing not under contract at that time of the termination of this agreement, are the property of the Associate, with property owners written consent.

**14. TERMINATION:** This agreement may be terminated, at any time, without cause, by either party giving notice to the other. If Associate contemplates termination of this Agreement, Associate will make every effort to close any pending sales in which Associate is interested. In the event that any such sale does not close prior to the termination of this Agreement, and it is necessary or appropriate for the Broker or others in the office to attend matters concerning the sale ( including changes in financing, securing of occupancy agreements, removal of contingencies, and any other usual or unusual matters required to close the sale), the Broker shall be authorized to deduct up to 50% of the Associate's share of the commission and to pay the same to himself/herself, or to other associates according to their participation on matters necessary to close sale. The Associate may transfer all active listings to their new office with the property owner's approval or leave the listings and receive a referral fee.

**15. ARBITRATION:** Associate with Broker's office shall make every attempt to settle disputes directly, or, if necessary, with Broker's assistance prior to resolve by formal arbitration. Any and all disputes between Associate and Broker, or between Associate and other Associates in Broker's office, from matters occurring all or in part, prior to termination of this Agreement, shall be resolved by arbitration rather than suit. Each of the parties shall, within (5) days of being requests to do so by the other, name one arbitrator. The two arbitrators so appointed shall, within (5) days of their appointment, appoint a third arbitrator. The dispute shall be heard within (30) days thereafter, in accordance with the state statutes governing arbitration, and the decision of the arbitrators shall be final and binding upon the parties subject only to statutory review of the Superior Court. Alternatively, the parties may agree to submit the dispute to a Board of Realtors or multiple listing, which offers such arbitration services. If Associate violates any of the rules and

regulations or codes of ethics applicable to the real estate business and an arbitration by members of the multiple or other professional results, any resulting losses and costs of defense shall be shared by Broker and Associate in the same proportion that any commission on the transaction was shared.

**16. ERRORS AND OMISSION INSURANCE:** Broker maintains Errors and Omissions Insurance for professional liabilities. If Insurance carried by Broker contains a provision deducting a fixed sum from the amount of settlement to be paid by the carrier, than the cost of the deduction shall be shared by the Broker and Associate in the same portion that any commission on that transaction was shared or would have been shared if the transaction had closed as scheduled. Associate may be required to purchase and maintain, at Associate's expense, an individual Errors and Omissions policy supplemental to that carried by Broker.

**17. INDEMINIFICATION OF BROKER:** In the event that charges or claims are made, or litigation is initiated against Broker, arising from actions of Associate, in transaction involving Associate's misconduct, intentional malfeasance, or gross negligence, Associate agrees to reimburse, indemnify, and hold Broker harmless from any and all loss arising therefore, including the costs and legal expenses of defending or settling any such claims or litigation, and to pay any judgments entered against Broker in connection with such claims or litigation.

**18. SUITS:** If Associate and Broker agree to initiate legal action to enforce payment of commission or to recover damages, the costs shall be shared between Broker and Associate. Associates and Broker's share and of funds recovered shall be agreed upon in writing by Associate and Broker prior to the initiation of any final determination. In the event legal action is initiated against the Broker without necessity of activating Errors and Omissions Insurance, said cost of legal fees shall be shared equally between Broker and Associate.

**19. COMMISSION:** The parties shall share commission in accordance with Addendum attached hereto. Under federal law, remuneration paid Associate must be directly related to sales or other output rather than to the number of hours worked, or the independent contractor status will be lost for federal income tax purposes.

**20. FLORIDA STATE LICENSE LAW:** Florida State License Law require the Broker to supervise Associate's real estate activities. Associate agrees to comply with Broker's directions and procedures in this regard.

**21. PROCEDURES MANUAL:** Broker may provide an operations manual and amendments and additions thereto, which will include administrative matters and recommended procedures. The content of said manual are and will remain advisory only and its existence and use is not to be construed to require definitive procedures of the Associate.

**22. LENGTH OF CONTRACT:** This contract and the commission and expense addendums hereto, shall be in force for a period of one year from the date of the execution of these

agreements. However, both parties agree, that if at the end of the one year period, no changes are made with said contract or its addendums, and then the contract and addendums shall continue in force with automatic one-year extensions for a period of no longer than Seven (7) years.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
ASSOCIATE

\_\_\_\_\_  
OFFICE MANAGER



**BROKER/ASSOCIATE AGREEMENT**

*It is agreed between REAL ESTATE OF FLORIDA JENSEN BEACH, INC. dba REAL ESTATE OF FLORIDA, hereinafter referred to as Broker, FREDERICK H. KRAUS AND \_\_\_\_\_ herein after referred to as ASSOCIATE.*

1. **LISTING FEES AND COMMISSIONS**: Associate shall not be entitled to a salary, draws or compensation of any nature other than the listing fees and commission share as set forth hereinafter. SUBJECT TO the foregoing and the BROKER/ASSOCIATE AGREEMENT to which this is attached, the Company offers the following commission programs:

EXHIBIT "A" Addendum to the Agreement.

2. **BROKER PAYS COMMISSIONS AND FEES**: Associate shall no claim to a listing fee or commission except from money actually received by Broker. Any bonus received for completing a sale, which is in addition to commission paid, shall be treated as a commission and shall be divided between Broker and Associate in the same manner as the commission.

3. **COMMISSION PAID TO BROKER ALONE**: All commissions and other monies must be paid to Broker alone. State law prohibits Associate from receiving commissions other than from Broker holding his/her license. The Associate also recognizes that it is unlawful to share a commission with, or pay a fee to, a person not holding a real estate license and hereby agrees not to do so.

4. **COMPANY GENERATED REFERRALS**: A minimum 30% referral fee shall be charged on company generated referrals as accepted and assigned by management. These referrals may be from any "Third-Party" person or company.

5. **DEFERRED COMMISSIONS**: Deferred commissions shall be divided according to Associate's commission split applicable at time of payment.

INITIALS: \_\_\_\_\_  
OFFICE MANAGER

INITIALS: \_\_\_\_\_  
ASSOCIATE

**ASSOCIATE/BROKER ACCEPTANCE**

THE ASSOCIATE AND BROKER AGREE TO COMMISSION PROGRAM SELECTED ABOVE. THE ASSOCIATE HAS READ THE PROGRAM SELECTED AND AGREES TO THE TERMS AND CONDITIONS.

PROGRAM ACCEPTED

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
OFFICE MANAGER

\_\_\_\_\_  
ASSOCIATE

*2391 SE Ocean Blvd., Stuart, Florida 34996  
(772) 334-1100 Office (772) 334-1120 Fax*



# Real Estate of Florida

## **DISCLOSURE INFORMATION AND AGREEMENT FORM** **Information Relative to the Purchase of Real Estate**

Real Estate of Florida hereby provides this statement to afford you, as a consumer, some information with which to make an informed decision on the purchase or rental of real property in Florida. You should carefully read all agreements to ensure that they adequately express your understanding of the transaction. This form is provided for your information. If legal, tax or other advice is desired, consult a competent professional in that field.

- 1. CLOSING COSTS AND BROKER ONLY COMMISSION FEE.** Upon the closing of the sale of the real property, the Buyer may be required to pay additional costs in the form of closing costs under the terms of the purchase and sale contract and the Buyer's mortgage loan commitment, if any. A list of some of the known major cost items is as follows: appraisal fee, application, survey, inspections (termite, roof, toxic or hazardous substances), credit report, title insurance, closing charges, title examination, mortgage transfer or service fee, recording of deed, recording fee on mortgage, assumption fee on existing mortgage, service fee (or origination fee) on any new mortgage, intangible tax on new mortgages or assumed mortgages, documentary stamps on new notes, set-up of escrow accounts (taxes and insurance), insurance policy, mortgage lender's attorney's fees, and broker's Broker Only Commission Fee. I/We understand and agree that at closing, additional sums will be required from the Buyer/Tenant in the form of closing costs. The mortgage lender or closing agent will provide an estimate of these costs. These closing costs will include Real Estate of Florida **Broker Only Commission Fee of \$295.00.**
- 2. DISCLOSURES.** Throughout the transaction you may receive more than one disclosure form. You should read all disclosure forms carefully when presented to you, taking into consideration the relationship between you and the real estate broker in your specific transaction. Real Estate of Florida will act as transactional broker.
- 3. INSPECTIONS.** As a prospective Buyer you should exercise your right to order and arrange for any and all property inspections, which you feel, are necessary. You have the right as a Buyer/Tenant to employ, at your expense, a licensed engineer, home inspection specialist, or other expert of your choice to inspect the property and provide to you an analysis of that property as a condition of a purchase offer of lease. It may be prudent to obtain, as a minimum, roof, and termite inspection. If interested ask your agent about a home warranty.
- 4. LEGAL REQUIREMENTS.** In Florida, all contracts for real property, and leases for periods in excess of one year, are required to be in writing to be enforceable and to comply with the law. You have the right to have legal counsel represent you in any real estate transaction. As a real estate broker, the Broker is prohibited from giving you legal advice regarding your rights and obligations in this or any other transaction.
- 5. EQUAL HOUSING OPPORTUNITIES.** The broker is required by law and the **National Association of Realtors, Code of Ethics** to treat all parties in a property transaction fairly without regard to race, color, religion, national origin, ancestry, sex, age, marital status, presence of children or physical or mental handicaps. In addition, in Broward County you may not discriminate with regards to sexual orientation and/or family status.
- 6. FINANCING.** Mortgage rates and points vary with financial institutions and the marketplace. The Buyer has the right to select the lender, the right to negotiate the terms of financing and other terms and conditions of loan arrangements within the requirements of the sales contract. The Broker may recommend a specific lender(s), but you still have the right to select any other lender of your choice.
- 7. HIDDEN/KNOWN DEFECTS.** Florida law requires the Seller to disclose to any potential Buyer any known defects which may not be readily visible. The Broker has not conducted a physical inspection of the property to discover concealed defects, to determine the presence of any lead hazard or any other toxic substance or to determine the accuracy or completeness of the



Owner's disclosures or any marketing brochure, property description or property information. The Broker has not examined the public records to determine the property's compliance with applicable zoning, building codes or other applicable law.

8. **THIRD PARTY VENDORS.** Broker may provide you with names of service providers (including, but not limited to, home inspectors, engineers, contractors, repairpersons, or attorneys) that other consumers have used or of whom we are aware. Our doing so shall not in any way be construed to be recommendation or endorsement of, nor is Broker warranting the work of any such providers. The final choice of any service provider rests solely with you. You agree to release, hold harmless and indemnify Broker from all claims or losses that in any way arise out of, or relate to, the selection of use of any such service provider.

9. **PROPERTY TAXES.** You should not rely on the seller's current property taxes as the amount of property taxes that you will be obligated to pay. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you are the current owner of a Florida homesteaded property, you may be able to transfer a portion of the Save Our Homes benefit to another qualifying Florida property. If you have any questions concerning valuation, taxation, or tax portability, contact the County Property Appraiser's Office.

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Signature of Buyer  
Date

Date

---

Signature of Buyer

# Real Estate of Florida

Name: \_\_\_\_\_ License #: \_\_\_\_\_

Address: \_\_\_\_\_ Expire Date: \_\_\_\_\_

\_\_\_\_\_ Social Security #: \_\_\_\_\_

Home #: \_\_\_\_\_ Your Board: \_\_\_\_\_

Cell #: \_\_\_\_\_ Email : \_\_\_\_\_

Fax # : \_\_\_\_\_ Today's Date: \_\_\_\_\_

How long have you been an active Real Estate Agent ? \_\_\_\_\_

Name of your current Broker ? \_\_\_\_\_

How long have you been with this Broker ? \_\_\_\_\_

Are you a full time or part time Agent ? \_\_\_\_\_

How long have you lived in the area ? \_\_\_\_\_

What is your average number of sales per year ? \_\_\_\_\_

Please tell us about yourself: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*2391 SE Ocean Blvd., Stuart, Florida 34996  
(772) 334-1100 Office (772) 334-1120 Fax*

**State of Florida**  
**Department of Business and Professional Regulation**  
**Florida Real Estate Commission**  
**Change of Status for Sales Associates and Broker Sales Associates**  
**Form # DBPR RE 11**

Check the box for the relevant transaction in Section I and complete the applicable additional section(s) only. Leave the sections that are not relevant to your desired transaction blank. If you have any questions or need assistance in completing this form, please contact the Department of Business and Professional Regulation, Customer Contact Center, at **850.487.1395**.

**For additional information see Instructions at the end of this form.**

**Section I – Transaction Types**

TRANSACTION TYPES	
<input type="checkbox"/> Add Employee [3020]	<input type="checkbox"/> Become Inactive [4020]
<input type="checkbox"/> Terminate Employee [4020]	<input type="checkbox"/> Change Employer [9007]

**Section II – Associate Information**

ASSOCIATE INFORMATION			
License Number:			
Last/Surname	First	Middle	Suffix
Primary Phone Number	Primary E-Mail Address		

**Section III – Broker or Company Information**

COMPANY INFORMATION			
Last/Surname (Qualifying broker)	First	Middle	Suffix
License number of real estate company:			
Name of real estate company:			
Primary Phone Number	Primary E-Mail Address		
Signature of qualifying broker that is adding or terminating employee:			

**Section IV – Affirmation By Written Declaration**

**AFFIRMATION BY WRITTEN DECLARATION**

I certify that I am empowered to execute this application as required by Section 559.79, Florida Statutes. I understand that my signature on this written declaration has the same legal effect as an oath or affirmation. Under penalties of perjury, I declare that I have read the foregoing application and the facts stated in it are true. **I understand that falsification of any material information on this application may result in criminal penalty or administrative action, including a fine, suspension or revocation of the license.**

Signature:

Date:

Print Name: