



# VREB NETWORK AGENT AGREEMENT

This agreement ("the Agreement") is entered into effective as of this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_ ("the Effective Date"), between Military Relocation Network and Realty Services, Inc., a Florida corporation, doing business as VREB Network and \_\_\_\_\_ ("the Agent"), on their own behalf and that of \_\_\_\_\_, the real estate brokerage company that the Agent represents.

## BACKGROUND

A. Whereas, VREB Network has established a benefits program for veterans who become members with respect to their real estate transactions in which they are represented by a Registered Network Agent ("the Program"); and,

B. Whereas, the Program benefits are described in the VREB Network Program Overview, which includes cooperating real estate broker commissions to VREB Network for the benefit of respective Program Members. The Program is more particularly described and updated on the VREB Network website, [www.VREBNetwork.com](http://www.VREBNetwork.com); and,

C. Whereas, the Agent desires to join the Program and use it to develop their own leads as a Registered Network Agent, and to be listed on the VREB Network for their market area to possibly selected by a Program Member the VREB Network website; and,

D. Whereas, the Program also makes Premium Lead buyer or seller assignments, and if such a lead is sent to and accepted by the Agent the Agent agrees herein to pay a 28% Referral fee for Veteran Clients and 25% for Non-Veteran Clients, with VREB paying the Program Member reward pursuant to its national rewards schedule published on its website.

## AGREEMENTS

NOW, THEREFORE, In consideration of the mutual promises and covenants herein contained, and such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

### 1. Joining as a Participating Network Agent; Annual Fee.

The Agent, on behalf of themselves and the real estate brokerage company they represent, hereby joins the Program as a Participating Network Agent in accordance with the terms and conditions set forth below. The Agent is selecting either the Deluxe Agent Membership (Recommended) or the Affiliate Membership in the VREB Network. This annual renewal fee is payable each subsequent year after the effective date unless the Agent has closed five or more transactions with the Program in the prior year. The Agent represents that it has the authority to execute this Agreement on behalf of the real estate brokerage company they represent. The Agent agrees to immediately notify that company of this Agreement.

### 2. Agent Dashboard Tools and Training.

Upon receipt of the annual fee and the New Agent Information form, VREB Network will provide the Agent, as a licensee for use while participating in the Program, with an online Agent Dashboard for interacting with VREB Network members represented by the Agent. The Agent agrees to complete the Program training as soon as possible using the Agent Dashboard and support from VREB Network as reasonably requested. The Agent acknowledges that completing training and learning the proper use of the Program tools on the Agent's Dashboard are essentially to meaningfully participate in the Program as a Certified Veteran Agent. Either prior completion of a Nationally recognized Military Real Estate Certification Course or the completion of our Veteran Certified Agent (VCA) Course/Certification as to award the Agent a recognized military designation is a required part of this program and an important aspect of VREB Network Program's promotion that its network consists of "Veteran Certified Agents"



# VREB NETWORK AGENT AGREEMENT

### **3. Marketing of the Program; Enrollment of Members; Leads.**

The Agent acknowledges that a significant aspect for success in being part of the Program is the Agent's marketing of the Program to veterans in the Agent's military market area as designated by VREB Network. This includes having clients of the Agent who are veterans join the Program to utilize it for their real estate transactions. The Agent agrees to complete the training and commence marketing of the Program within 60 days after the Effective Date of this Agreement and to continue to do such marketing on a regular basis during the year. The Agent will also be provided, as a licensee for use while participating in the Program, with the use of a custom website branded to the Program with the Agent's contact information.

VREB Network agrees to identify the Agent on its national website data base for up to two military installations in the Agent's military market area. VREB Network makes no representation whether Program members will select a Registered Network Agent in the Agent's military market area or the number of leads or inquiries the Agent may receive from this website or from being part of the Program (Assignments). It is further acknowledged that there is no Agent or real estate brokerage company exclusivity in a military market area and that other agents in this area, even with the same real estate brokerage company that the Agent represents, may join the Program.

### **4. VREB Premium Lead Buyer and Seller Assignments**

VREB has developed and incurs additional marketing and management expenses for its Premium Lead Program to provide its Network agents high quality buyer leads, and on occasion seller leads ("Premium Leads"). The Premium Leads are sourced by VREB from lenders, industry service providers and other entities which may be co-marketing with VREB. The Premium leads are separate and distinct from leads generated by VREB's standard Program marketing or received by the Agent from a Member's directly interacting with VREB's national website.

With regards to Premium Leads, the Agent, on their own behalf and that of the broker they represent agrees to pay VREB a broker to broker referral fee of 28% for Veteran buyer leads or 25% for non-Veteran buyer leads based on the gross commission received by the Agent's Broker from the closing of a Premium lead transaction.

In VREB Premium Lead transactions where this broker to broker referral fee is being paid to VREB, VREB shall be solely responsible to pay the rewards benefit on behalf of the agent to the VREB member pursuant to its rewards benefit schedule. However, this reward payment is contingent upon VREB receiving the broker to broker referral fee.

It is the VREB agent's responsibility to ensure that the broker to broker referral is listed on Final CD and paid from the closing proceeds. If a referral fee is not received by VREB within 5 business days after a closing and which require VREB staff to collect will have an additional \$250 administrative late fee added to the required referral amount. The Agent and its broker shall be responsible for all legal fees and other costs of collection if the broker to broker referral fee is not paid as required. As more particularly provided below, such collection may be by judicial process and not subject to the mediation and arbitration procedures which generally apply to disputes between the parties under this Agreement.

Premium Leads from VREB's lead management desk will be identified as such on VREB's Premium lead assignment form. VREB will determine the assignment of Premium Leads for a market area in its sole discretion. The Premium Lead assignment form will provide the buyer's contact information, the lender and the referral rate. The Agent will be required to confirm acceptance of the Premium Lead by the next business day. VREB manages its co-marketing relationships with lenders. In cases where the Premium Lead is assigned by any automated process established by VREB the Agent will cooperate fully with VREB as to its confirmation process.

The Agent acknowledges that Premium Leads arise from the VREB's business relationships it has developed with lenders and the Agent agrees to not attempt to interfere with or modify any such relationship in any manner including with regards to a Premium Lead assigned to the Agent.



# VREB NETWORK AGENT AGREEMENT

## **5. Cooperative Broker Relationship; Program Reward Payment Procedure.**

The Agent, on behalf of itself and the real estate brokerage company they represent, and VREB Network agree that they are forming a cooperative real estate brokerage relationship with respect to the Program and its members. This relationship shall also exist for each real estate transaction subject to this Agreement wherein the Agent represents a Program member. It is acknowledged by the Agent that each Program member, under the terms of their membership, has designated VREB Network, in its capacity as a licensed real estate broker in the state of Florida, to administer the Program on behalf of the member for member real estate transactions subject to the Program. This includes receipt by VREB Network from the closing agent of that portion the Agent's brokerage company's commission for its side of the transaction as set forth under the Program reward schedule.

The required agent referral check to VREB shall be shown on the final Closing Disclosure (CD) for a respective transaction. That referral check payable to VREB Network shall be remitted by the closing agent immediately after the closing along with a copy of the final CD and all other documentation and information required by VREB Network, as set forth in its Program closing instructions. The member's reward may not be paid by the Agent at or outside of the closing. VREB Network, as required under the Program, will remit the Program reward proceeds once the full Agent referral is received to the Veteran member, less VREB Retention of an administrative fee as set forth in the member's Program agreement. In the event that the Agent's brokerage company represents another side of a transaction then that side will be treated as a separate transaction under the Program. The Agent agrees to not deviate from the Program reward schedule or make any other agreement with the Member or payment to the Member regarding this reward, other Program benefits.

## **6. Additional Service Providers; No Required Use; Contact Information Sharing.**

The Agent acknowledges that there are mortgage, title, moving and other service providers and Affinity Partners that participate with the Program and provide discounts or other benefits and services to Program members. VREB Network, directly or through its website, will provide information to the Agent about these providers and benefits and the Agent agrees to provide such information to Program member clients. Neither the Agent nor the Program member is required to use such service providers. (Except Lenders assigned in referral relationship) VREB Network shall have the right to share leads of pending buyers and sellers to its National Lenders and Title Network providers and other service providers. The Program member has consented to being contacted by any such service providers in connection with their pending real estate transactions, which consent may be revoked by the Member at any time. VREB Network. The Agent agrees herein to allow VREB Network share the Agent's contact information with these providers.

## **7. Non Responsibility of VREB Network for Acts of Network Agent and Service Providers.**

VREB Network will not be responsible for the acts or omissions of the Registered Network agent or the Agent's real estate brokerage company, that provides services for a Program member, or any other persons or entities that provide services to the Member, whether part of the Program or not. The Agent and their real estate broker agree herein to indemnify and hold harmless VREB Network, including its officers, directors, shareholders, owners, employees and agents, from any and all claims, losses, damages and expenses, including attorney's fees, arising from or pertaining to their acts or omissions, or those of any other persons or entities, with respect to real estate transactions which are the subject of this Agreement or the Program.

The logo for VREB Network features a stylized house silhouette with an American flag motif (stars and stripes) behind it. The text 'VREB NETWORK' is written in a bold, sans-serif font across the middle of the house.

# VREB NETWORK AGENT AGREEMENT

## 8. Notices.

Any notice or communication required or permitted to be given by a party hereunder shall be in written form and shall be considered to be sufficiently given if mailed by registered or certified mail or transmitted by overnight courier, addressed to the receiving party or parties as follows:

VREB Network  
2020 West Brandon Blvd.  
Suite 145 Brandon, FL 33511

The Agent and their Broker

## 9. Termination.

This Agreement shall terminate at the end of each year after the effective date unless renewed by the Agent prior to that date. If there are Program operational issues then the aggrieved party shall give notice thereof to the other party, who shall have thirty days to resolve the issue. Thereafter either party may terminate this Agreement without cause. All such terminations shall be in writing sent electronically and followed up by mail or overnight courier. A termination shall not be effective as to any Program member's real estate transaction which is under contract or has closed as of the date of termination. The Agent shall not be entitled to a refund of the annual fee more than seven days after the Agent's initial membership/application date.

## 10. Confidential Business Information.

The Agent acknowledges that the forms, procedures, Program information and other information and materials provided by VREB Network to the Agent other than that which is on the public website for VREB Network is the confidential and proprietary information of VREB Network. Such information may only be used or disclosed by the Agent for the purposes of the Program while the Agent is Registered Network Agent. All such information and any documentation or materials shall not be used or disclosed by the Agent or their real estate brokerage company upon their termination from the Program. The Agent's use of the dashboard and the customized branded website provided by VREB Network shall cease upon such termination.

## 11. Governing Law.

The Parties agree that this Agreement shall be considered to have been made in, and construed and interpreted in accordance with, the laws of the State of Florida without regard to its conflict of laws principles.

## 12. Mediation and Arbitration.

Any disputes between the parties arising from or pertaining to this Agreement, except as to non-payment of broker referral fees payable to VREB, shall be resolved by an initial mediation and then binding arbitration in Tampa, Florida. An arbitration award may be enforced by a judgment from the court. Actions brought by VREB for the Agent or its Broker's non-payment of referral fees may be brought by VREB directly in court in Hillsborough County, Florida without any prior mediation or arbitration. Mediations shall be conducted in accordance with the rules and procedures, to the extent applicable, which apply to broker and client disputes as promulgated by the Florida Association of Realtors. The prevailing party in any arbitration or litigation shall be entitled to attorney's fees and costs. The Agent further agrees to not be part of or to assert a class action as to any dispute arising from or pertaining to this Agreement or the Program.



# VREB NETWORK AGENT AGREEMENT

### 13. Counterparts.

This Agreement may be executed in counterparts by each party and each counterpart shall be deemed an original thereof.

### 14. Modification.

No modification or amendment of the terms of this Agreement, or any waiver of any of the terms or provisions hereof, shall be valid unless in writing and signed by an authorized representative of each of the Parties.

### 15. Entire Agreement.

The foregoing sets forth the entire agreement among the parties, with all representations or understanding having been set forth herein or otherwise superseded.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of above date: \_\_\_\_\_

Military Relocation Network and Realty Services, Inc. DBA Veterans Real Estate Benefits Program and Agent Network

By: Eric Criner, President/CEO

The Agent on behalf of itself and \_\_\_\_\_ (real estate brokerage company).

Signature (Initials): \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ By Initialing, you have read and understand this agreement, in addition you agree that you have electronically signed this agreement on your behalf and that of your Broker.

**You will be receiving an online membership invoice and account set-up email notification within one business day.**