

# Town & Country Apollo Properties, LLC

License # 5485093-CN00

## Broker / Agent Contract

- 1- State License:** Agent will exclusively work under the brokerage license of **Town & Country Apollo Properties, LLC** (the "Brokerage"). Agent will maintain a fiduciary position and responsibility with Brokerage and clients and maintain standards listed under the REALTOR® code of ethics and adhere to the Utah Real Estate Code. Agent will also adhere to the Multiple Listing Service (the "MLS") policies and procedures and Agent will maintain an active Utah Real Estate License.
- 2- 1099:** Agent is an independent contractor; and is solely responsible for all costs involved in the business of Real Estate including but not limited to; Dues and Fees to Associations & Multiple Listing Services, Advertising, Marketing, Signage, Riders, Key Boxes, Flyer Boxes, Flyers, Copies, Forms, Contracts, Legal Expenses, Fines, Errors & Omissions Insurance, etc.
- 3- Compensation:** All compensation for Real Estate services shall be cleared through the company accounts.
- 4- Seller/s:** Agent may contract EXCLUSIVE LISTING AGREEMENTs between Seller clients and Brokerage: Agent may contract client listings by one of the following:
- (1) Agent may list properties by paying Brokerage an Up Front Fee of \$250 upon posting of listing to the MLS, along with an a \$95 documentation fee payable upon closing, exchange or execution of a lease agreement.
- Or
- (2) The Brokerage Fee noted in listing agreement (Less the BAC Coop) shall be divided at closing, exchange or execution of lease; Based on a 90/10\* Commission Split between Agent and Brokerage, with 90% to be paid to Agent, and 10% to be retained by Brokerage (\*The 10% Brokerage share shall not be less than \$500).
- 5- Buyer/s:** The Buyer Agent Compensation (the "BAC"), due to Brokerage from any BUYER SIDE TRANSACTION shall be based on a 3% BAC, Agent working with Buyer may discount or rebate any portion to Principal Buyer based on this ratio. Incentive commission will be paid out under the 90/10 split ratio; With 90% to be paid to Agent, and 10% to be retained by Brokerage (\*The 10% Brokerage due share shall not be less than \$500).
- 6- Contract Documents:** Agent will be solely responsible for completing all required contract paperwork for each transaction as required by Utah Division of Real Estate, MLS's and Member Association. All documents shall be copied to Broker. Agent compensation may be withheld until completion of all transaction documents
- 7- Retainer** An amount of \$500 will be withheld from Agents first commission as a retainer with Brokerage. These funds will be reserved for Agents debts and expenses incurred, if any, during this Agreement period. This amount will be maintained by Agent at all times.
- 8- Agent transfer:** All client contracts are the property of the Brokerage. In the event of the Agents transfer to another brokerage; Agent listings may be terminated by written request of the client. In the event of the Agents transfer, all contracts for sale, lease or exchange in process will remain the property of the Brokerage. Once transfer is complete, Agent and Brokerage split on contracts will be modified to a 50/50 commission/fee split replacing the amounts noted in items 4 & 5 above.

Agent License # \_\_\_\_\_ [ ] copy of license

**THE UNDERSIGNED** do hereby agree to the terms of this Agreement, and it shall be valid from the date below for a period of 12 months; renewable 30 days prior to expiration by mutual consent of Agent and Principal Broker.

X \_\_\_\_\_ Date \_\_\_\_\_  
(Licensed Agent)

X \_\_\_\_\_ Date \_\_\_\_\_  
Lynn C. Fillmore, Principal Broker License # 5478881-PB00

REF 05/01/2024



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