

AGENT BACK-UP AGREEMENT

This agreement is between _____ (Primary Agent), and _____ (Back-up Agent). All references below to "Clients" shall apply to Buyers or Sellers as appropriate. All fees referenced below as percentages will mean a percentage of the gross commissions earned on the specific side of the transaction in question. This agreement is valid during Primary's absence from _____ to _____.

- Answering phone calls from existing clients will be considered "free courtesy back-up service" unless a specific "dollars per hour" agreement is made for such activities in writing.
- It is impossible to spell out an agreement for every possible situation. Compensation for unforeseen, out-of-the-ordinary situations will be negotiated between the Primary Agent and the Back-up Agent upon the return of Primary Agent. Clients are not to be involved in discussions regarding compensation. In the event of disagreement, parties agree to use Windermere's internal dispute resolution process, and parties agree in advance to allow this agreement to be used in determining a settlement.
- Prior to transfer of responsibilities, client(s) will be informed by the Primary Agent of his/her dates of absence and introduce the Back-up Agent. The Primary Agent will inform Broker/Manager and will provide a copy of Back-up Agreement to Broker/Manager.
- Due to "assigned agency" the Back-up Agent will represent client with all attendant responsibilities and restrictions. Confidentiality will be maintained by the Back-up Agent after the Primary Agent takes over.
- All compensation/fees must be paid through the Broker.
- If new leads call the office asking for the Primary Agent, they shall be considered the client(s) of the Primary Agent. In most cases, the Primary Agent will take over the relationship(s) with these client(s) upon their return (see *exceptions below*).
- Back-up Agent shall make it clear to all clients generated from Primary Agent's existing client list, plus any sign, ad, or general calls asking for Primary Agent, that he/she is acting as a back-up agent only. Back-up Agent will make every effort to preserve the relationship with the Primary Agent.
- In the unlikely event that a client expresses a desire to continue working with the Back-up Agent rather than work with the Primary Agent upon their return, agents agree to share the commission as follows: _____% to Primary Agent and _____ % to Back-up Agent.
- Other:

_____.

Working with Buyers:

Under the scenarios below, the agent receiving the larger share of the commission shall be responsible for follow-up.

- If Back-up Agent shows property to Primary Agent's existing buyer client(s)...
 - a.) and Buyer later purchases same house through Primary Agent, Back-up Agent will receive a _____ (20% if not filled in) fee including, excluding any bonuses paid on sale.
 - b.) and Buyer writes an offer with Back-up Agent, which Back-up Agent presents and firms up, Back-up Agent shall receive a _____ % fee (50% if not filled in.) including, excluding any bonuses paid on sale.

- If Back-up Agent attends a closing, answers difficult last minute closing questions, negotiates amendments to existing contracts, or shows property to existing buyers (but does not present offers for that buyer), Back-up Agent shall receive \$50 per hour, up to a maximum of _____ (10% if not filled in) of the commission.
- If Back-up Agent presents offers for a particular buyer that do not result in a firm sale and Primary Agent later closes a sale with that client, Back-up Agent shall receive a _____% (20% if not filled in) fee.

Working with Sellers:

Under the scenarios below, the agent receiving the larger share of the commission shall be responsible for follow-up.

- If Back-up Agent secures a signed listing from an existing client who's listing was in process, Back-up Agent shall receive a _____% (20% if not filled in) fee. Listing shall be taken in the name of the Primary Agent.
- If Back-up Agent secures an unexpected signed listing from an existing client, back-up agent shall receive a _____% (35% if not filled in) fee. Listing shall be taken as a co-listing.
- If Back-up Agent represents an existing client in the presentation of an offer which does not close, Back-up Agent shall receive a fee of _____% (20% if not filled in) if that client closes a sale with Primary Agent within _____ days (90 days if not filled in.)
- If Back-up Agent represents an existing client during in the presentation of a successful offer, Back-up Agent shall receive a fee of _____% (35% if not filled in.)
- If attending a closing and/or answering difficult last minute closing questions, Back-up Agent shall receive \$_____ per hour, up to a maximum of _____ (10% if not filled in).

Primary Agent: _____

Date: _____

Back-up Agent: _____

Date: _____

cc: Broker _____