



Perch
1640 Highland Falls Drive, Suite 402
Leander, Texas 78641
512-372-8700

INDEPENDENT CONTRACTOR AGREEMENT FOR ASSOCIATE

1. PARTIES:

The parties to this agreement are Perch Realty, LLC or Perch Locators, LLC (hereinafter "Broker" or "PERCH" and "Company") and Joe Hernandez ("Associate").

2. TERM:

This agreement commences on 4/5/2023 (hereinafter the "Commencement Date") and continues until such time as either party terminates this agreement in accordance with Paragraph 18.

3. DEFINITIONS:

A. "*Brokerage services*" means assistance and services to prospects that are reasonably necessary to negotiate and bring about the successful closing of transactions for the sale, purchase, or lease of real estate.

B. "*Broker's office*" means Broker's place or places of business at or through which the brokerage services will be provided under this agreement, the corporate office is located at 1640 Highland Falls Drive Suite 402 Leander, Texas 78641.

C. "*Files*" means any documents, instruments, contracts, written agreements, memorandum, books, publications, records, cards, correspondence, photos, images, computer data and any other data related to Broker's real estate business. The term "files" includes Associates prospect lists and marketing materials of any kind.

D. "*Prospect*" means a buyer, prospective buyer, seller, prospective seller, landlord, prospective landlord, tenant, or prospective tenant of real estate or a client or customer of Broker or Associate.

E. "*Real estate business*" means all business related to the acts of a real estate broker as defined by Section 1101.002 of the Texas Occupations Code (Real Estate License Act).

4. BEST EFFORTS:

Associate will use Associate's best professional efforts when providing brokerage services to prospects procured by or assigned to Associate. Devote full-time effort toward carrying out the real estate business of the company. Maintain habits and working hours to enhance the business, profits, and reputation of the company. Observe the fiduciary duties that Broker owes to our principals. Refrain from making any unfair or untrue representations as to the condition of any property. Associate agrees to abide by all rules set forth in the Companies Policy and Procedures Manual.

5. EXCLUSIVE ASSOCIATION:

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Associate will perform the services contemplated by this agreement exclusively for Broker. Associate may not engage in any business activity unaffiliated with Brokers business without Broker's knowledge and written consent.

6. LEGAL AND ETHICAL COMPLIANCE:

When delivering brokerage services to prospects and when otherwise performing under this agreement, the parties agree to comply with all applicable laws and standards of practice, including but not limited to the rules, regulations, and standards promulgated by the Texas Real Estate Commission, the Real Estate License Act, the Code of Ethics for any organization to which the parties may subscribe, and any standards or policies that Broker adopts.

7. LICENSES AND TRADE ASSOCIATIONS:

A. Broker's License and Membership Status: Broker is a licensed real estate broker in the state of Texas. Broker will maintain Broker's license active and in good standing at all times while this agreement is in effect.

B. Associate's License and Membership Status: Associate is a licensed real estate salesperson or broker in the State of Texas. Associate will maintain Associate's license status active and in good standing at all times while this agreement is in effect.

8. INDEPENDENT CONTRACTOR:

A. Contractor: Associate is an independent contractor and is not Broker's employee. Broker will not withhold any amounts for taxes from the fees paid to Associate under this agreement. Broker will not pay any amounts for unemployment compensation or worker's compensation for Associate.

B. Not a Partnership: This agreement does not create a partnership between the parties. Except as provided in this agreement, neither party is liable to the other party for any expense or obligation incurred by the other party.

9. ASSOCIATE'S AUTHORITY:

A. Signing Brokerage Service Agreements: On Broker's behalf and in accordance with any standards and policies Broker adopts, Associate may sign buyer or tenant representations agreements and lease listing agreements.

B. Submission of Agreements: All listings, representation agreements, and other brokerage services that Associate procures or signs must be taken in the name of Broker. All such documents must be submitted to the Broker within the time prescribed under Broker's standard policies or procedures.

C. Cancellations or Termination of Agreements: Associate must obtain Broker's written approval prior to canceling, terminating, or compromising on any agreement to which Broker is a party.

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D. *Other Agreements*: Unless specifically authorized by this agreement or by Broker in writing, Associate may not bind or obligate Broker to any agreement or relationship.

E. *Brokerage Services*: Associate may, on Broker's behalf, provide brokerage services to prospects.

10. OWNERSHIP OF LISTINGS AND REPRESENTATION AGREEMENTS:

All listings, representation agreements, commission agreements, and other agreements for brokerage services in which Broker is named as a party are owned exclusively by Broker.

11. RECEIPT OF MONEY BY ASSOCIATE:

Associate must deliver any compensation for brokerage services received from any client, customer, escrow agent, title company, prospect, or any other person to Broker for disbursement in accordance with this agreement. Unless otherwise authorized by Broker, Associate may not accept any check made payable to Associate from any client, customer, escrow agent, title company, prospect, or any other person with whom Associate may deal in a matter related to Broker's real estate business. Associate must act in accordance with the contracts they enter in regards to the checks or funds received pursuant to those contracts.

12. FILES AND CONFIDENTIALITY OF BUSINESS OPERATIONS:

A. *Files*: Associate agrees that Associate must maintain a file at Broker's office that contains all items described under the definition of "files" under Paragraph 3 for all transactions related to Broker's real estate business.

B. *Prospects and Operations*: Unless required by law or expressly permitted by Broker, Associate may not furnish any person engaged in the real estate business with information about:

- (1) Broker's prospects or Broker's relationship with any prospects;
- (2) Broker's policies and business operations;
- (3) Broker's password or username of any on Broker's on-line database programs or photographs; or
- (4) Broker's produced apartment availability reports.

C. *Confidentiality*: The parties also agree that all files related to Broker's real estate business are Broker's confidential business property. Associate will maintain the files in confidence and will not disclose the information to any person or entity without Broker's knowledge and consent unless required by law or unless such information is public information.

D. *Survival*: This provision survives termination of this agreement.

E. *Notice*: All internet data that is composed, transmitted, or received on the Broker's computers or network is considered to be part of the Broker's records and is subject to Broker's review and disclosure to law enforcement.

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agencies or as the law may otherwise require. Unauthorized use, installation, copying, or distribution of trademark or patented material by any means is prohibited.

13. ASSOCIATE'S FEES:

A. Brokerage Fees are Paid to Broker: All fees and compensation that Broker or Associate earn for providing brokerage services to prospects (for example, fees earned under listing agreements, buyer or tenant representation agreements, agreements between brokers, etc.) are payable to and belong to Broker.

B. Amount of Associates Fees: Broker will pay Associate fees for the brokerage services that Associate provides under this agreement at the rates or in the amounts specified in the attached fee schedule.

C. When Associate's Fees are Earned and Payable: Associate's fees under this agreement are earned at the time that the Broker's fees under the applicable agreements for brokerage services are earned. Associate's fees under this agreement are payable when Broker receives Broker's fee under the applicable agreements for brokerage services unless the fees are subject to arbitration or litigation.

D. Disputes Between Associates: If two associates claim a fee from the same transaction, the amount to be paid will be divided between the two associates in accordance with any agreement reached between the two associates. If the associates cannot reach an agreement, the dispute will be resolved according to the Broker's internal standards and policies, or by arbitration. In the event of such a dispute, Broker may require written authorization from the associates claiming the fees prior to dispersing any payment. Associate agrees that Associate will not hold Broker liable for holding, in trust, any funds disputed by associates.

E. Referral Fees: If a prospect is reassigned to another associate after Associate has assisted the prospect, or if Associate receives a prospect on which another associate has already worked, a referral fee will be paid to the initial associate to assist the prospect as shown on the attached fee schedule.

F. Delinquent Brokerage Fees: Broker is not liable to Associate for any fees not collected from a prospect. Broker retains complete discretion to enforce or not enforce any agreement for brokerage services contemplated by this agreement.

G. Bonuses: Associate may not accept any fee, bonus, or other compensation directly. All fees, bonuses, and other compensation must be paid to Broker for distribution in accordance with this agreement. Unless otherwise agreed in writing between parties to this agreement, bonuses will be considered as part of gross compensation Broker receives under the applicable agreements for brokerage services and will be disbursed in accordance with the attached fee schedule.

H. Sales Commissions: Associate may not discount a sales commission without prior written approval from broker. Any rebates to clients must be discussed with broker and will be paid out of agent's proceeds.

I. Other: If a transaction arises that is not addressed by this Agreement or the attached fee schedule the amount of the fee or compensation will be an amount that Broker determines is reasonable and equitable.

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14. EXPENSES:

A. No Liability for Another's Expenses: Broker is not liable for any expense incurred by Associate except what is specified in the policy manual. Associate is not liable to Broker for the expenses for the office facilities that Broker will provide under this agreement.

B. Special Expenses: Special expenses will be invoiced to Associate by Broker and will become payable upon receipt of the invoice.

C. License and Membership Fees: Each party is responsible to pay all their respective license and membership fees. Associate must immediately reimburse Broker any fee, expense, or penalty that Broker incurs as a result of the Associate's failure to maintain Associate's license.

D. Automobile Expenses: Associate will furnish his or her own automobile and pay all such expenses. Broker is not liable or responsible for Associate's automobile or its expenses. Associate must maintain liability and property damage insurance satisfactory to Broker.

E. Other Expenses: Associate is responsible for all of Associates expenses necessary to perform the services required of Associate under this agreement, including but not limited to, license fees, entertainment costs, mobile phone expenses, education expenses, periodical expenses, and other related expenses. Although not obligated to do so, if Broker pays any such expense for or on behalf of Associate, Associate will reimburse Broker such amount upon demand. Business card expenses will be recovered from the Associate's first invoice.

F. Reimbursements: Broker may match 50% of Associate's monthly expenditures on promo items up to \$50.00 monthly for certain approved items purchased by Associate and given to apartment on-sites to encourage prospect referrals. Broker may reimburse up to, but no more than, \$70 a month in application fees at Brokers discretion. Associates agree to be responsible to pay for half of all gift card expenses and associated gift card fees used by Associate as sanctioned by Broker. Broker will not reimburse Associate for gift cards given for any billing amounts less than \$300, or commissions less the 50% of one month rent or on any flat fees. Broker may charge Associate back for gift card amounts on leases that fall off or are not paid to Broker. Broker is not responsible for any outstanding reimbursements to Associate after sponsorship is terminated by either Associate or Broker. *Receipts are required to be submitted for any reimbursement requested pursuant to this section.*

15. OFFSET:

Broker retains the right of offset for all purposes. Broker may deduct amounts Associate owes Broker from any amounts Broker owes to Associate under this agreement.

16. DEFENSE OF DISPUTES AND LITIGATION:

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A. Cooperation: If a dispute, litigation, or complaint against Broker or Associate occurs in a transaction in which Associate is involved and which is related to Broker's real estate business, the parties will cooperate fully with each other in defending the action.

B. Mutual Defense: Broker and Associate will share all expenses and costs related to defend any dispute, litigation, or complaint in the same proportion as they would share the fee resulting from the transaction as if there were no dispute, litigation, or complaint if: (1) both Broker and Associate are named as defendants or respondents to the dispute, litigation, or complaint; and (2) neither Broker nor Associate objects to a mutual defense of the dispute, litigation, or complaint.

C. Defense Management in a Mutual Defense: If the parties mutually defend a dispute, litigation, or complaint, Broker maintains sole discretion to: (1) determine whether to defend or compromise the dispute, litigation, or complaint; (2) employ attorneys or other experts; (3) direct the course of any defense strategy; and (4) determine the terms and conditions of any compromise or settlement, provided that Broker may not obligate Associate to pay anything of value without Associate's written consent.

D. Right to Separate Defense: If either party determines that it cannot mutually defend a dispute, litigation, or complaint with the other party, each party will be responsible for its own costs to defend the dispute, litigation, or complaint from the time one party notifies the other of such a determination.

E. Liability for Damages: Except as provided herein, each party is responsible for the payment of any amounts for which it is found liable. The sharing of defense costs provided in this Paragraph 16 does not apply to the payment of damages for which a party is found liable by a court of law, arbitrator, or state agency.

F. Reimbursement and Indemnity: If Broker is found to be liable by a court, arbitrator, or state agency as a result of Associate's negligence, misrepresentations, fraud, false statements, or violation of the Real Estate License Act, Associate will indemnify and reimburse Broker all such amounts and all attorney's fees, costs, and other expenses necessary to defend the action including those defense costs that were previously shared under this Paragraph 16.

G. Survival: This Paragraph 16 survives termination of this agreement.

17. PROSECUTION OF CLAIMS:

For all matters related to Broker's real estate business, Broker retains sole discretion to prosecute, complain, compromise, or settle any claim that Broker may have against any other person, including but not limited to other brokers and Broker's or Associate's clients, customers, and prospects.

18. TERMINATION:

A. Either Party May Terminate: Either party may terminate this agreement, with or without cause, by providing written notice to the other party.

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B. Training Fees: Associate will pay \$2,000.00 to Broker if Associate leaves within six months as a reimbursement for training the Associate.

C. Entitlement to Fees: Termination of this agreement does not divest the rights of the parties to any fees earned before the termination is effective except as stated on the attached fee schedule. Associate agrees that Associate will not bill any already obtained leads through another broker or withhold any billing resulting from those leads. Associate understands and agrees that the company will withhold payment to Associate on Associate receivables until all Associate billing is turned into the company pursuant to the Draw Agreement attached as Exhibit B to this Agreement. Any outstanding balance on an Associate's draw account to the company will be due immediately upon termination or separation from the Broker and paid from Associate's account receivables as it is received by Broker. If Associate's account receivables are insufficient to satisfy Associate's draw balance, Associate will pay the Broker the balance upon demand. Associate agrees to reimburse Broker for any attorney's fees and court costs associated with collecting Associates draw balance.

D. Associate's Obligations Upon Termination: At the time this agreement terminates, Associate must cease all negotiations and other dealings that concern Broker's real estate business commenced by Associate before this agreement terminates.

E. Files: Associate may not remove any files related to Broker's real estate business from Broker's office without Broker's prior knowledge and consent. Associate is entitled to copies of relevant documents concerning pending transactions in which Associate has a bona fide interest. Broker will not unreasonably withhold copies of such documents. Associate will abide by the Policy Manual with respect to any pending transactions. Associate further agrees not to copy, give information, or show office forms, listing presentations, database materials etc. to others without written agreement from the company. Associate understand that all papers, information, instructional material, forms, presentations, etc. are the property of the company and upon termination Associate agrees to return all these and any other printed materials to company.

F. Cease Advertising and Use of Company Materials: Associate agrees not to place listings on the Broker's bulletin board web-sites or access or attempt to access the Broker's apartment database on the Internet. All Craigslist ads or template ads created by PERCH or its staff shall remain the property of the company. Associate may use PERCH photographs only while licensed by the company. Once the Associate leaves the company's employment Associate agrees to discontinue the use of PERCH photos immediately. The Associate agrees to cancel all ads in Craigslist and any other advertising medium that host PERCH photographs or company generated ads. Associates who are no longer employed by the company but continue to use PERCH photos or PERCH produced ads in Craigslist or any other medium fees to be charged \$250.00 a day until the pictures are removed or all violating ads are cancelled.

G. Non solicitation: Associate shall not, during the term hereof and for a period of one year following termination of this Agreement by either party for any reason, directly or indirectly, solicit, divert or attempt to divert any customer or prospective customer of the Broker including corporate customers or any employee or other independent contractor of the Broker to accept employment or to provide services to any competitor of the

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Broker or to terminate such person's employment or working relationship with the Broker. Associate will be charged and agrees to pay \$3000.00 for every independent contractor or employee Associate of Broker's successfully recruited from Broker. Associate agrees PERCH will determine whether Associate's actions constitute a solicitation violation under this agreement.

H. *Arbitration*: After termination, the parties agree to binding arbitration in the event a dispute between them arises. However, Broker shall nevertheless, be entitled to all equitable relief; which would include injunctive relief, in the event the Associate violates or threatens to violate, the prohibitions set forth in this agreement.

I. *Attorney fees*: The Associate agrees to pay all attorney's fees and court costs associated in a dispute between the parties of this agreement.

19. NOTICES:

All notices under this agreement must be in writing and are effective when hand-delivered, mailed, sent by facsimile transmission, or sent by electronic mail from one party to the other.

20. SPECIAL PROVISIONS:

A. *Fee Splitting*: Upon termination, Associate, having made full disclosure of all business as required, and with consent of all involved persons, may retain control over said business and Broker shall be entitled to the fee split as set forth on Exhibit A, should such business result in paid commissions.

B. *San Antonio*: Agents in San Antonio will receive a \$100 direct deposit upon completion of training in Austin for travel reimbursement.

21. AGREEMENT OF THE PARTIES:

A. *Entire Agreement*: This document and the attached Exhibits A & B contain the entire agreement between the parties and may not be changed except by written agreement.

B. *No Assignment*: Neither party may assign this agreement or any interest in this agreement without the written consent of the other party.

C. *Heirs and Successors*: The parties' obligations under this agreement and the parties' entitlement to any compensation or reimbursement under this agreement inures to the benefit of the respective party's successors, permitted assigns, heirs, executors, and administrators.

D. *Controlling Law*: The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this agreement.

E. *Severable Clauses*: If any clause in this agreement is found to be invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions of this agreement will remain valid and enforceable.

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Joe Hernandez

Associates Printed Name (as appears on license)

DocuSigned by:
 4/5/2023

Associate's Signature Date

643-05-8363

Social Security No.

734938 02/29/2024

License No. and Expiration Date

135 Foremost Dr #1316

Home Address

Austin, Texas 78745

City, State, & Zip Code

(512)997-8043

Home Phone

Hernandezjoe@gmail.com

Email Address

Jess Rodriguez 585211

Broker's Printed Name License No.

DocuSigned by:
 4/5/2023

Broker's Signature Date

COO and Broker for Perch

Title

1640 Highland Falls Drive Suite 402

Office Address

Leander, Texas 78641

City, State, & Zip Code

(512) 372-8700

Office Phone

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LEASING PERCENTAGE FEE SCHEDULE

EXHIBIT A TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR ASSOCIATE

A. Effective Date: 4/5/2023

B. This Fee Schedule is attached to and a part of, that contract by and between Joe Hernandez
(Associate) and PERCH.

C. Leasing Commissions shall be divided as follows:

1. Of the first \$5,000.00 in total commissions earned by Associate in any calendar month, Broker agrees to remit to Associate, upon receipt, fifty percent, (50%) thereof.
2. For total commissions earned by Associate in any calendar month that are in excess of \$5,000.00, Broker agrees to remit to Associate, upon receipt, sixty percent, (60%) thereof.
3. For total commissions earned by Associate in any calendar month that are in excess of \$8,000.00, Broker agrees to remit to Associate, upon receipt, seventy percent (70%) thereof.
4. All commissions will accrue to that calendar month during which the security deposit was paid to the landlord or apartment manager.
5. All bonuses of whatsoever nature that are paid as a result of the activities covered by this Agreement, shall be allocated an amount based on the reasonable discretion of Broker and shall be credited to the Associate for the calendar month earned in accordance with the terms hereof.
6. In the event that Associate earns in excess of \$10,000.00 for any two calendar months, then and in such event, Associate shall thereafter be entitled to the following: For total commissions earned by Associate in any calendar month that are in excess of \$5,000.00, Broker agrees to remit to Associate, upon receipt, seventy percent (70%) thereof).

D. Regardless of any language to the contrary herein or elsewhere, upon termination, voluntary separation or moving to remote status, all leasing commissions earned by Associate and thereafter received by Broker, regardless of when earned, shall be equally divided between Broker and Associate upon receipt.

E. All sales commissions will be distributed with Agent receiving 70% of the net sales commissions received and the Broker receiving 30% of the net sales commissions received. Any client rebates will be deducted from agent's proceeds.

DocuSigned by:

C0894456384D44B

Associate's Signature

Joe Hernandez

Associate's Printed Name

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ASSOCIATE DRAW AGREEMENT

EXHIBIT B TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR ASSOCIATE

Associates receiving a draw against their accounts receivable agree to the following terms:

A. Fees

An amount equal to two percent (2%) of the draw check amount will be charged as a fee if the current draw balance of the Associate is less than \$1500.00. A four percent (4%) draw fee will be charged for any draw check issued creating an existing draw balance in excess of \$1500.00.

B. Draw Limits

No more than twenty percent (20%) of gross A/R may ride in an Associate's draw account. In other words, draw checks will not be issued if it would bring an Associates existing draw account in excess of twenty percent (20%) of gross A/R. Invoices left unpaid after ninety (90) days from move-in or invoices on known problem properties will not be included in the gross A/R calculations for purposes of determining draw limits. The Company reserves the right to refuse a draw to any Associate or adjust the policy as the Company sees fit.

C. Payback

Associate draw accounts with \$1500.00 or less will have twenty-five (25%) of their receipts applied to their draw balance automatically. Associate draw accounts with over \$1500.00 will have forty-five (45%) of their receipts applied to their draw balance automatically. In an instance where an Associate's draw balance exceeds twenty percent (20%) of their gross A/R or an Associate's job status has changed, one hundred percent (100%) will be applied to their draw balance until paid. Associate agrees to pay off their entire draw balance before they leave the Company or change their job status with PERCH.

I have read and agree to the above draw terms.

DocuSigned by:

 C18B94456384D44B

Associate's Signature

Joe Hernandez

Associate's Printed Name

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OFFICE POLICIES & GUIDELINES

1. EMPLOYMENT STATUS

Associate is an independent contractor and is not Broker's employee. Broker will not withhold any amounts for taxes from the fees paid to Associate under this agreement. Broker will not pay any amounts for unemployment compensation or worker's compensation for Associate.

2. SCOPE

Associates of broker are given limited scope of authority to act on behalf of the broker. The associate may represent the broker only in sales or leasing transitions. The associate may not represent the broker and does not have authority to act in any other real estate capacity for the broker.

3. TREC LICENSE

State Law requires that all associates selling or renting real estate be tested and licensed by the State. You are responsible for keeping your license current by referencing renewal dates and education requirements to renew. The associate is responsible for the fee for renewing their own license.

4. COMPETENCY

In the interests of maintaining agent competency in the performance of her or his duties all new agents are required to:

- Attend monthly office meetings
- Review TREC Rules as posted on company website.
- Attend ongoing training series once a week for 90 days.
- Follow the guidelines of the 10-day training schedule

5. PERSONAL INCORPORATION

Associates may hold and work under a personal incorporation provided that they are a broker and their incorporation also holds a TX broker's license as mandated under TREC rules.

6. RECORD RETENTION

Associates will keep all copies of executed agreements, email communications, all work files, commission agreements, disclosures etc. for a minimum of 4 years.

7. ADVERTISING

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Associates are required to meet all TREC requirements in their personal advertising practices. This includes but not limited to, placing the office name, agent status as "agent or broker" on each advertisement. Nothing should be advertised that does not have availability within 30 days of ad placement and pricing must be kept current.

8. OFFICE HOURS:

Our offices hours are stated below. Each associate agent will receive a key and alarm code and have access to the office earlier or later than stated hours. We do request that you adhere to the office hours. You will quickly learn that our most successful agents are the ones who get here early and stay late.

Monday thru Thursday: 9:00am-5:00pm (winter)/6:00pm (spring/summer)

Friday: 9:00am-5:00pm

Saturday: 10:00am-5:00pm

Sunday: By Appt. Only

9. OFFICE ETIQUETTE:

We pride ourselves in having clean and modern office environments to welcome our customers. Please refrain from the use of profanity at all times in the office. When customers are present, also be very mindful, and refrain from discussions regarding our other customers or commissions. When leasing agents enter our offices, stand, and greet them, always making them feel welcome.

10. DRESS CODE

"I've really tried to learn the art of clothes, because you don't sell for what you're worth unless you look good."

—Lady Bird Johnson

We encourage our agents to dress in business casual attire. Clothing certainly does not determine one's *actual* competence and credibility; it does, however, influence others' *perception* of those qualities — and that reality impacts career opportunities & relationships. Our policy is no flip-flops, holes in jeans, cargo shorts, or t-shirts. When determining office clothing, we ask that you project a professional, business-like image while enjoying the advantage of more casual and relaxed clothing.

11. AFTER HOURS CALLS:

Phones are transferred to agent cell phones starting at 6:00pm as determined by a volunteer schedule. If you volunteer, we do require that the phones be answered on your assigned day from 6:00-9:00 pm. If you choose not to take after-hours calls, please let your manager know. When taking the calls, we require that you answer in a professional atmosphere and be able to provide the highest level of customer service. (Taking the call in the grocery store, mall, or restaurant is not appropriate.) Please update your voicemail greeting with your name and office affiliation.

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Many of our listed phone numbers offer a recording of the call. Please be aware that incoming ad calls (not personal outgoing calls) will be recorded for training purposes. These calls will be used (on a one-on-one basis) for personal agent meetings to improve your phone technique.

13. SEND vs. ESCORT:

It is our company policy at PERCH to escort all customers. Many communities will offer a commission, or even the same commission as escort, for sending customers. There is a multitude of reasons why we choose not to send our customers, which you will learn in an upcoming training session. By signing below, you are acknowledging that you agree to ESCORT your customers.

14. SOCIAL MEDIA:

"Your Twitter Profile is your business card." –Germany Kent

You are responsible for everything you post, and everything you post will be a reflection of you. In turn, be mindful of what you post. We live in a time where social media is continuing to grow and boost our opportunities, and we believe that to be true of our agents' career. Agents should not post comments regarding customers or commissions on social media outlets.

15. LICENSE TRANSFER:

At the time of termination or license transfer, a meeting must be arranged with your manager, after business hours, to clean your desk area and turn in your key. Keys must be turned in within 24 hours of license transfer. If keys are not received, the expense to rekey the office will be charged to your Accounts Receivable. You will receive a termination of sponsorship letter from PERCH at the address on file. All outstanding Accounts Receivable and 1099 will be mailed to the address on file, upon receipt from the community. It is your responsibility to update your address upon exiting with your manager.

DocuSigned by:

C0894456384D44B

Associate's Signature

Joe Hernandez

Associate's Printed Name

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