



## Pathfinder

Flexible commitment · Supported independence · First 5 Transactions Annually · \$18,000 cap

This agreement between Eagle Nexus Real Estate Group and \_\_\_\_\_ is effective \_\_\_\_\_ . By their signatures and initials each party agrees to all terms and conditions of this agreement. It is agreed that the status of employment of the Pathfinder is that of an Independent Contractor.

### OUR MODEL

Welcome to the Eagle Nexus Real Estate Group. We sincerely desire that you will become more successful in real estate because of your association with us.

Our mission is simple: within the scope of our real estate practice, we will provide the highest quality service to genuinely help those who come our way. We will always endeavor to serve our clients without regard to costs of personal convenience. We will not enter into a business relationship with people who are abusive toward us or who endeavor to achieve dishonest gain at the expense of other parties.

The Pathfinder tier is designed for agents who value flexibility and operate on their own schedule. Pathfinder agents receive full transaction support and team resources on every deal while maintaining the freedom to build their business their way.

The team serves the agent — not the other way around. We believe each agent is responsible for his or her own lead generation and professional growth. The team does not have a goal to generate income from agents, but only to cover the costs of running a highly successful real estate team.

### SCHEDULE A

#### MINIMUM STANDARDS OF PERFORMANCE

**Results Inherent in this Position.** To consistently acquire customers through buyer and seller consultations, prospecting, follow up and contact with personal sphere of influence. To assist in all aspects of the sales process and work in conjunction with office staff to oversee agreement to closing.

#### DUTIES & MINIMUM STANDARDS OF PERFORMANCE

1. The Pathfinder will work diligently and employ his or her best efforts to sell real estate on behalf of Eagle Nexus and conduct themselves in a manner that increases the reputation of Eagle Nexus.

2. Any and all information in the databases, records, and marketing and advertising materials and systems of Eagle Nexus cannot be used for any purpose other than conducting business for and/or on behalf of Eagle Nexus. The agent shall not at any time divulge to any unauthorized person information gained from the files or business of Eagle Nexus, and shall not use any such information to their advantage after termination of this agreement.
3. Follow up promptly: before, during and after a contract is negotiated. Implement, receive and negotiate through the inspection with the customer/client.
4. Attendance at weekly team meetings is encouraged but not required for Pathfinder agents.
5. Conduct a minimum of 1 open house per month as part of lead generation activity.
6. Complete the Eagle Nexus Onboarding Program upon joining.
7. Close 5 buy/sale units within 12 months to be eligible for movement to the Agent Partner tier. The Trailblazer tier is available at any time.

#### **STANDARD BEHAVIOR**

All work will be orchestrated and documented in a routine, coordinated manner to continuously duplicate desired results. All work will be performed according to the policies and standards of this office and in accordance with all applicable government laws and regulations. A positive attitude will be maintained at all times. All calls will be returned within one hour (15 minutes is preferable).

## **SCHEDULE B**

### **PERFORMANCE REQUIREMENTS & COMPENSATION — PATHFINDER (TIER P)**

#### **SALES PERFORMANCE REQUIREMENTS**

- Self-generated leads only — no company leads provided at this tier
- Attend weekly team meetings (encouraged, not required)
- Conduct a minimum of 1 open house per month
- Maintain an active, branded social media presence — minimum one industry post per week
- Close 5 buy/sale units within 12 months to be eligible for movement to the Agent Partner tier

**COMPENSATION SCHEDULE**

• BEFORE CAP — EAGLE NEXUS SPLIT REACHES \$18,000			
<b>BUY / SALE SPLIT</b> <b>65 / 35</b> Agent / Eagle Nexus	<b>LEASE SPLIT</b> <b>85 / 15</b> Agent / Eagle Nexus	<b>CAP THRESHOLD</b> <b>\$18,000</b> Eagle Nexus split portion only	<b>MINIMUM STANDARDS</b> <b>First 5 Transactions Annually</b> Buy/sale transactions
• AFTER CAP — EAGLE NEXUS SPLIT REACHES \$18,000			
<b>BUY / SALE SPLIT</b> <b>No Split</b> Agent keeps 100%	<b>BUY / SALE TRANSACTION FEE</b> <b>\$995</b> Per closing · replaces split	<b>LEASE FEE</b> <b>\$95 Flat</b> Per closing · replaces split	<b>DOUBLE-SIDED</b> <b>2 Transactions</b> Each side counts separately
<b>TECH FEE</b> <b>\$98/month</b>	<b>TECH FEE REIMBURSEMENT</b> <b>\$1,176 at 12 Buy/Sale Closings</b>	<b>TC SERVICE</b> <b>Included (\$450 value)</b>	
<b>LEADS</b> <b>Self-generated only</b>	<b>QUALIFICATION</b> <b>Less than 10 Units / Prior 12 Months</b>	<b>MIN. COMMISSION</b> <b>\$995 buy/sale · \$95 lease</b>	

**ADDITIONAL COMMISSION RULES**

- Agent is responsible for all annual LPT Realty fees and splits based on their LPT compensation plan
- Agent is responsible for all state Real Estate Commission fees, Local MLS dues, cellular and auto expenses
- Listings paid at tier split minus cost of photography. Eagle Nexus Real Estate Group listed as Team in MLS; Brian Mathieson listed as Co-Agent where applicable
- Lease listings: Eagle Nexus collects 10% split. Agent is responsible for photography, marketing, and transaction coordination costs
- BTSAs are considered Team Commission and the same tier splits apply
- All Listing or Buyer internal referrals from non-Eagle Nexus opportunities: 25% referral fee to referring agent; team splits then apply
- Out-of-market referrals: referral commissions are split at the agent's standard tier split
- New listing generated from Eagle Nexus team lead sources given to a Listing Agent: 10% referral fee paid at closing
- Personal transactions: one transaction per 12-month period excluded from team split; agent must be a party to the contract and is responsible for TC and LPT fees. Additional personal transactions carry a 10% split for the remaining period

## GENERAL STIPULATIONS

### TERMS & CONDITIONS OF AGREEMENT

- 1. Performance Standards:** I understand that Eagle Nexus Real Estate Group has a high standard of performance and I agree to adhere to the best of my ability to that high level. My performance will be reviewed on a continuous basis.
- 2. Compensation:** The attached compensation schedule, which can be amended at any time during the contract by Eagle Nexus with 30 days' notice, shall apply for my role as a Pathfinder with Eagle Nexus.
- 3. Property of Eagle Nexus:** All Eagle Nexus-generated leads, clients, buyers and sellers are the property of Eagle Nexus upon termination of this contract. Clients personally brought to Eagle Nexus upon joining will revert to the agent upon termination. Eagle Nexus will provide signs for all team listings, five initial open house signs, and lockboxes in the Houston market.
- 4. Database Procedures:** All assigned leads must be contacted and assigned an action plan within 12 hours. Comments of each update must be entered into the system as proof of contact. Leads not contacted in an appropriate time frame may be reassigned.
- 5. Scripts and Databases:** All materials, scripts and correspondence are the property of Eagle Nexus. Databases and/or database extracts are not to leave the office or be copied without the permission of Eagle Nexus.
- 6. Tier Review:** Annual tier review conducted 30 days prior to start date anniversary. Pathfinder agents who close 5 buy/sale units within 12 months are eligible to move to Agent Partner. The Trailblazer tier is available at any time. Cap carries over with no reset on any tier change.
- 7. Minimum Commitment:** By signing this agreement, I agree that this relationship is for a minimum of one (1) year.
- 8. Indemnification:** \_\_\_\_\_ covenants and agrees to indemnify and hold harmless Eagle Nexus Real Estate LLC from any and all claims, damages and liabilities, including attorneys' fees, arising from the intentional or negligent acts of the agent.
- 9. Termination:** 30 days written notice is required. A 60-day protection period applies on all contracts written after the 30-day notice. A 12-month protection period applies on transactions arising from Eagle Nexus-generated activities. If the agent leaves LPT Realty, a 25% referral fee applies.
- 10. Universal Rules:** Leases are excluded from tier qualification and unit caps. Double-sided deals count as 2 transactions for all purposes. Cap calculation applies to Eagle Nexus split portion only. Lease split post-cap is \$95 flat fee only.

- 11. **Technology Fee:** \$98/month. Reimbursement of \$1,176 paid via direct deposit upon 12 buy/sale closings in a rolling 12-month window, in the 2nd week of the following month. Agent must be active at time of payment. Maximum one reimbursement per anniversary year.
- 12. **Brand & MLS Standards:** Eagle Nexus Real Estate Group must be listed as Team in MLS on all listings. Brian Mathieson must be listed as Co-Agent in MLS where he holds MLS affiliation.
- 13. **Universal Agent Responsibilities:** Agent must maintain an active real estate license in good standing, adhere to the NAR Code of Ethics, maintain continuing education requirements, use Dotloop for all transaction management, and is responsible for LPT Realty brokerage split, all licensing costs, MLS dues, and Board dues.

## PARTNER SIGNATURE & ACKNOWLEDGMENT

**Effective Date of Agreement:** \_\_\_\_\_

**Agent Name:** \_\_\_\_\_

**Leads/Clients:** All Eagle Nexus-generated leads/clients are the sole property of Eagle Nexus. All systems, leads, and databases are strictly confidential and are not to be discussed or shared outside of our facilities.

**Miscellaneous:** My performance will be reviewed periodically to ensure that business standards are being met. I agree to perform the duties outlined above with the highest degree of professionalism and integrity.

**AGENT SIGNATURE**

**EAGLE NEXUS AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Brian Mathieson / Leah Thomas

Date: \_\_\_\_\_

Date: \_\_\_\_\_