



INDEPENDENT CONTRACTOR AGREEMENT & POLICY MANUAL

This Independent Contractor Agreement and Policy Manual ("Agreement" or "ICA/Manual") is entered into by and between:

Scofield Group LLC: 8704 Spanish Ridge Ave, Suite #300, Las Vegas, NV 89148 ("Company")

and

Agent Name: _____ **License #:** _____

Ambassador Sponsor: _____

("Agent")

1. Independent Contractor Relationship

1.1 The Agent is engaged as an **independent contractor** and not as an employee, partner, or joint venturer of the Company.

1.2 The Agent shall be solely responsible for all business expenses, including but not limited to **taxes (state and federal), insurance, licensing fees, continuing education requirements, MLS dues, and association fees.**

1.3 The Agent shall indemnify the Company from any liability related to failure to pay such expenses.

1.4 Agents are not permitted to apply for unemployment benefits, as they are independent 1099 contractors

2. Compensation Plan

- **Self-Generated / Sphere Leads:** Agent retains **80%**, Company retains **20%**.
- **Company-Provided Leads:** Agent retains **60%**, Company retains **40%**.

BONUS TIERS: (Reset on CAP Anniversary Date)

- **20 Core Transactions= 5%** increase in all splits
- **40 Core Transactions= 10%** increase in all splits
- **Tenure Production Bonus:** Upon completion of five (5) total years with the Company, an Agent who has averaged a minimum of twelve (12) closed transactions per year during the preceding three (3) years shall qualify, on his or her anniversary date, to be tiered to 70% on Company-Provided Leads and 90% on Self-Generated / Sphere for that year. Qualification is reviewed yearly on the anniversary date. If, in any subsequent year, the Agent's rolling three-year average drops below twelve (12) transactions, the Agent shall revert to the standard 60% / 80% splits until requalification. If granted the Tenure tier-up, the Agent is considered maxed out and shall not be eligible for additional tiered production bonuses (20 / 40 Core Transaction increases) during the qualifying year.

2.1 Brokerage Fees & Cap Structure

- **Transaction Fee:** \$300 per transaction until cap is met.
- **Processing Fee:** \$195 per transaction, in perpetuity.

- **Errors & Omissions (E&O):** \$300 fee on Agent's first transaction each calendar year.
- **Cap:** \$3,000 annually (10 sides × \$300 transaction fee). Once cap is met, the \$300 transaction fee is waived for the remainder of the year, but the \$195 processing fee continues.
- **Anniversary Reset:** Cap resets annually on the Agent's anniversary date.

2.2 Ambassador Compensation Plan

Agents who **opt into the Ambassador Program** are governed by the terms of this Section 2.2; no separate Ambassador Agreement is required. This Agreement shall serve as the sole and complete agreement governing Ambassador Program participation. Agents must complete Company-provided **training**, which must be adhered to at all times.

A. Recruiting Activity Incentive

- **\$100** for every recruit that **onboards and joins Scofield Group**, as verified in the CRM. This is the sole recruiting activity incentive; no per-call or per-meeting incentives shall apply.

B. Transaction Revenue Share Tiers

Ambassadors shall also receive tiered revenue share on their direct and indirect recruits beginning with the recruit's first closed transaction:

- **Tier 1:** \$100 per transaction | **Tier 2:** \$75 per transaction | **Tier 3:** \$50 per transaction | **Tier 4:** \$25 per transaction | **Tier 5:** \$50 per transaction

Ambassadors must remain active and in good standing to receive revenue share or activity incentives.

2.3 Agent Referral Bonus

Any Agent who refers a licensed real estate agent to Scofield Group, and such referred agent is onboarded and subsequently closes his or her first sale transaction with the Company, shall receive a one-time referral bonus of **Three Hundred Dollars (\$300.00)**, payable at the closing of the referred agent's first completed sale. The referring Agent must notify the Broker in writing at the time of referral so that brokerage records may be updated accordingly. Payment shall be processed through the closing of the referred agent's first transaction, and the Broker shall coordinate disbursement at that time. This referral bonus is separate from and in addition to any Ambassador Program compensation.

2.4 Minimum Production Requirements

Each Agent shall be subject to a minimum production standard of **one (1) closed sale per calendar month, totaling a minimum of twelve (12) closed sales per calendar year**. The minimum production requirement shall be measured and enforced as follows:

- **Onboarding Window (60 Days / 2 Months).** Each Agent is granted a sixty (60) day / two (2) month onboarding window. The Agent's join month counts as Month 0. By way of example, if the Agent joins on March 15, the sixty (60) day window concludes on June 1. By the end of that window, the Agent must have a minimum of one (1) closed transaction, or the Agent shall be placed on Production Pause.
- **Ongoing Monthly Standard.** Beginning with Month 3 and continuing thereafter, the Agent must close a minimum of one (1) transaction per calendar month. Any failure to maintain this standard shall result in the Agent being placed on Production Pause, subject to Broker review for possible disengagement.

2.5 Zillow Ranking & Lead Allocation

The allocation of Company-provided leads shall be determined by the Agent's **Zillow Ranking**, which is based on performance metrics including conversion rate, response time, and client satisfaction. Higher-ranked Agents shall receive a greater volume and quality of leads. The minimum production requirement set forth in Section 2.4 serves as a prerequisite for receiving leads once the

Agent has been LIVE for more than three (3) months. Agents who fail to maintain the minimum production standard shall have their lead allocation suspended until such time as the deficiency is cured in accordance with Section 2.4(b). The Broker reserves the right to pause, reduce, or suspend any Agent's lead allocation at any time if, in the Broker's sole judgment, the Agent's coaching compliance, proficiency, or performance standards are not being met.

2.6 Referral, Rental & Consulting Transactions

- Referral fees, rental commissions, and consulting income are **not included in the cap**.
- If **gross commission income (GCI) is under \$1,000**, the transaction shall be paid at an **80/20 split** with the Company, subject to a **\$50 minimum transaction fee**.
- If **GCI is \$1,000 or greater**, the transaction shall be paid at the applicable split (sphere, company, or ISA lead).

2.7 Personal Transactions

Personal transactions are viewed and treated like any other transaction with respect to fees, splits, and cap contribution.

2.8 Payment of Commissions & Disbursement Order

- **No e-commissions or advance requests** are permitted; such requests are prohibited.
- Funds received via check will be subject to a **one (1) business day hold** before disbursement. Wire(s) to Scofield Group are encouraged, use the Scofield Group Wire Instructions prior to closing.
- **Uncashed Checks:** Any commission check, bonus, or other disbursement issued by the Brokerage must be cashed or deposited within ninety (90) calendar days from the date of issuance. Failure to do so will result in the check being deemed forfeited, and all funds shall automatically revert to the Brokerage. No reissuance or replacement will be made after this period.

Disbursement Order: All commissions shall be distributed in the following order:

1. Payment of **referral fees** (including but not limited to **Zillow success fees**) and any third-party obligations tied to the transaction.
2. Payment of **any outstanding adjustments, prior transaction errors, compliance fees, or other amounts owed** by Agent to Company.
3. The **Agent's Net GCI**, calculated as: gross commission income **minus** (i) referral fees, (ii) outstanding adjustments, (iii) applicable split, (iv) remaining Agent cap balance, (v) broker transaction fee if not already collected, and (vi) E&O fee if not already collected.

Agent Tracking Responsibilities:

- Agents must track their **own commissions** and maintain accurate personal records. Agents must utilize **Company-approved systems** to generate commission and production reports. The company will not prepare custom reporting for outside purposes. Agents are responsible for using these system reports for **loan applications, credit purposes, and personal recordkeeping**. The company will issue a **1099 at the end of each fiscal year**. Company reserves the right to **debit amounts owed** from Agent's next transaction or via ACH withdrawal, at Company's discretion.

4. Agent Responsibilities & Office Usage

4.1 Maintain professionalism in conduct, communication, and service.

4.2 Prohibited Activities:

- Broker Price Opinions (BPOs); Property Management; holding or maintaining an active lending license.

4.3 **Marketing Compliance:** All marketing must use the **approved Company logo/branding** and be **pre-approved by the Broker** prior to use.

4.4 **Professional Appearance:**

- Business professional attire is required at all times in office, with clients, or at events.
- **Prohibited attire:** jeans, shorts, gym wear, athletic wear, hats of any kind (no hats period), and polo or golf-style shirts. Button-up dress shirts or blouses are required.
- **Makeup:** must remain in natural tones.
- **Religious Attire:** Clothing or headwear that is part of an Agent's recognized religious denomination or practice is permitted.

4.5 **Office Usage:** Any use of the office outside normal daily real estate business activity must be pre-approved by the Broker.

4.6 **Office Closing Procedures:** The last person leaving the office (or the opener when responsible) must:

- Lock all doors and secure the building; Turn off all lights and coffee makers; Ensure HVAC is set to **ECO mode**; Confirm all equipment and appliances are properly shut down.

Failure to follow these procedures may result in disciplinary action or loss of office privileges.

4.7 **No Pets in Office:** Pets are not permitted in the office, **except for Chance, Jaeger, and Kaia**.

4.8 **Door Knocking:** Not permitted unless the Agent holds a valid Sheriff's Card and complies with all state/local laws. The agent assumes full responsibility for compliance.

4.9 **Cold Calling:** Cold calling is prohibited unless the Agent is fully compliant with all applicable telemarketing laws. Any cold calling activity must be logged, tracked, and performed only with Broker approval.

4.10 **Telephone Consumer Protection Act (TCPA) Compliance:**

- All Agents must comply with the **Telephone Consumer Protection Act (TCPA)**, Federal Communications Commission (FCC) rules, and applicable state telemarketing laws.
- **Prohibited actions include, but are not limited to:**
 - Calling individuals listed on the National Do Not Call Registry without documented consent.
 - Using auto-dialers, robocalls, prerecorded messages, or mass text messaging without prior express written consent.
 - Contacting consumers outside permitted calling hours (generally before 8:00 a.m. or after 9:00 p.m. local time).
- **Penalties for Violations:** TCPA violations carry statutory fines of **\$500 to \$1,500 per call/text/message**, plus potential civil lawsuits and class actions.
- **Agent Liability:** The Agent is fully and solely liable for any violations of the TCPA or related telemarketing laws. The Company shall not be responsible for any costs, fines, legal actions, or damages resulting from Agent's actions. Agent agrees to indemnify and hold the Company harmless against all such claims.

4.11 **Open Houses:** Must be approved by the property's HOA/CIC prior to holding. Agent is fully responsible for obtaining approvals and complying with community rules.

4.12 **Compliance System:** All files, contracts, and e-signatures must be processed through **Dotloop**.

4.13 **System Access:** Sharing or giving out Company logins, system access, or platform credentials is strictly prohibited.

4.14 **Transaction Coordinator Usage:**

- Only **licensed TCs affiliated with Scofield Group** may be used.
- The Broker reserves the right to **require TC usage at the Agent's expense** if the Agent demonstrates negligence or repeated compliance/file deficiencies.

Prohibition on Direct Payment to Licensees. Pursuant to Nevada Revised Statutes and the regulations of the Nevada Real Estate Division, Agents are strictly prohibited from directly paying any other licensed real estate professional—including, without limitation, any Transaction Coordinator—for services rendered in connection with a real estate transaction. All compensation to a licensed Transaction Coordinator must be processed through and disbursed by the Broker. Any Transaction Coordinator utilized by an Agent must hold an active Nevada real estate license and be affiliated with Scofield Group. Any violation of this provision shall be the sole and exclusive responsibility of the offending Agent, who shall bear full liability for any fines, penalties, disciplinary actions, or sanctions imposed by the MLS, the Nevada Real Estate Division, or any other regulatory authority.

5. Insurance Requirements

- The company does not provide commercial auto coverage.
- Agent must carry auto liability insurance with minimums:
 - \$100,000 per occurrence (bodily injury)
 - \$300,000 aggregate (bodily injury)
 - \$100,000 property damage
- Proof of insurance must be provided upon request.

6. Litigation & Claims Notification

- Agents must immediately notify the Company of any litigation, arbitration, small claims, or administrative actions involving themselves, their license, or their business.
- The company has no liability for such claims.
- The agent must hold Company harmless.

7. Confidentiality & Privacy

- Client information, including financial and personal data, must remain confidential.
- Company information (systems, training, contracts, databases) must not be disclosed without written consent.
- Obligations survive termination of this Agreement.

8. Termination

8.1 At-Will Termination

This Agreement is at will. The Company may terminate this Agreement at any time, with or without cause, with or without notice, in the sole and absolute discretion of the Broker. Agent expressly acknowledges and agrees that there is no right to recourse, appeal, reinstatement, or damages against the Company or Broker arising from such termination.

8.2 Agent Notification Requirement

Agent must notify the Company of resignation, separation, or termination in writing by one of the following methods:

1. Email to broker@scofieldgroup.com, which shall constitute official notice and immediately trigger termination procedures; or
2. Certified mail to the Company's principal office, with notice deemed effective upon receipt.

Upon receipt of written notice by email, the Company will immediately offboard the Agent from all Company systems without delay.

8.3 Immediate Offboarding; Escrow and Listing Review

Upon termination or resignation, the Company shall immediately:

- Disable Agent access to all brokerage systems, platforms, CRM databases, lead sources, marketing tools, proprietary software, and Company resources;
- Conduct a review of all:
 - Company-generated leads,
 - Active escrows, and
 - Active listings.

Based on the reason for termination, compliance history, and Broker discretion, the Broker shall determine whether any listing:

- Transfers with the Agent; or
- Remains the property of the brokerage and is reassigned to an active brokerage agent.

The Broker's determination shall be final and binding.

8.4 License Handling; No Hand-Carry

The Company does not permit hand-carry licenses under any circumstances, including termination or voluntary resignation.

In compliance with Nevada law and regulatory requirements, the Company shall mail Agent's real estate license to the Nevada Real Estate Division within ten (10) days of official written notice to the Broker. At the time the license is mailed, Agent shall also be removed from the brokerage with the Las Vegas Realtors Association and all affiliated MLS systems.

8.5 Lead Ownership; Data Purge

- All Company-generated leads are and shall remain the exclusive property of the Company and will be reassigned to an active brokerage agent selected by the Broker.
- All self-generated leads associated with Agent will be permanently purged from Company systems upon termination.
- Agent shall retain no copies, access, screenshots, exports, or derivative data from Company systems after termination.

8.6 Post-Termination Conduct; Prohibited Activities

Following termination, Agent shall not:

- Work, service, advise, or attempt to transact with any Company lead or client;
- Represent any Company client without a written referral agreement executed by the Broker.

Any such conduct shall constitute theft of brokerage property and unauthorized practice and shall subject Agent to referral fees, damages, and legal enforcement.

Disposition of Listings and Active Escrows Upon Termination. Upon termination or resignation, listings and active escrows shall be handled as follows:

- **Self-Generated or Sphere Listings Not Under Contract.** Any self-generated or sphere-sourced listings that are not under contract at the time of termination shall be withdrawn by the Broker or transferred at the Broker's sole discretion.
- **Company Listings.** All Company listings shall be reassigned and placed under Aaron Lopez as Broker. The Broker shall determine, at sole discretion, whether the departing Agent shall be permitted to continue working the listing and whether an additional broker fee shall apply.
- **Buyer Escrows.** Any buyer escrow open at the time of termination shall close under Scofield Group. At the Broker's sole discretion, such escrow may instead be reassigned to and closed under Aaron Lopez, and the Broker shall determine, at sole discretion, whether an additional broker fee shall apply.

8.7 Referral Fees, Collections, and Enforcement

- Any transaction involving Company leads—regardless of Agent's brokerage affiliation at closing—remains subject to Company referral fees and contractual splits.
- Third-party vendors, including Zillow, independently monitor and track lead attribution and transactions across brokerages.
- If payment demanded by the Company or any vendor is not remitted within twenty-four (24) hours of written notice, the Company shall retain legal counsel and collections to recover:
 - All commissions and referral fees due,
 - Attorney fees,
 - Collection costs, and
 - All enforcement-related expenses.

All such amounts shall be the sole responsibility of the terminated Agent. In the event that a terminated Agent who is no longer under contract with the Company closes a transaction involving a Company lead, the Agent acknowledges that Zillow and other third-party vendors independently track every inquiry, client contact, and transaction across all brokerages. Upon identification of any such unreported transaction, Zillow shall initiate its own collections proceedings against the Agent. Concurrently, Scofield Group shall place the Agent in collections for the full amount owed to the Company under this Agreement, including all referral partner fees, contractual splits, and any other amounts due pursuant to the terms of this Agreement. The Agent shall be responsible for all attorney fees, collection costs, and enforcement-related expenses incurred by the Company in connection with such recovery.

Liquidated Recovery (3x Agent-Paid GCI). In addition to and without limiting any other remedies available to the Company, Scofield Group shall recover from the terminated Agent an amount equal to three (3) times the Agent-paid GCI on any transaction involving a Company lead or otherwise subject to this Section. By signing this Agreement, Agent expressly agrees to this 3x recovery amount, acknowledges it as a reasonable measure of the Company's damages, and agrees that this provision is binding and enforceable in the event of court action, mediation, arbitration, collections, or any other contest. Agent waives any right to challenge the reasonableness or enforceability of this 3x recovery amount.

8.8 Post-Termination Restrictions (Two-Year Term)

For a period of two (2) years following termination of this Agreement, to the maximum extent permitted under Nevada law, Agent agrees to the following:

- (a) Non-Solicitation; No Recruiting; No Interference

Agent shall not, directly or indirectly, solicit, recruit, induce, interfere with, or attempt to entice:

- Any client, lead, or prospect of the Company;
- Any current or former Scofield Group agent, employee, or independent contractor; or
- Any Company partner, vendor, or affiliate,

for the purpose of engaging in real estate transactions outside of the Company or affiliating with a competing brokerage, team, or real-estate-related business.

- (b) Non-Disparagement

Agent shall not disparage, defame, or make any false, misleading, or damaging statements—publicly or privately—about the Company, its brokers, staff, agents, vendors, or affiliates. Any violation may be enforced to the fullest extent permitted by Nevada law, including injunctive relief and damages.

(c) Cooperation

Agent agrees to reasonably cooperate with the Company following termination with respect to:

- Pending transactions,
- Regulatory inquiries,
- Audits,
- Compliance matters, and
- Any issues arising from activities conducted during Agent's affiliation with the Company.

9. Restrictive Covenants

For a period of **two (2) years after termination** of this Agreement, Agent agrees to the following:

- **Non-Compete, Non-Solicitation & No Recruiting:** Agent shall not, directly or indirectly, solicit, recruit, induce, or attempt to entice:
 - Any client, lead, or prospect of the Company;
 - Any current or former Scofield Group agent, employee, or contractor; or
 - Any partner, vendor, or affiliate of the Company, for the purpose of engaging in real estate transactions outside of the Company or affiliating with a competing brokerage, team, or business.
- **Non-Disparagement:** Agent may not disparage Company, its brokers, staff, or agents publicly or privately. Any such actions will be prosecuted to the fullest extent of the LAW.
- **Cooperation:** Agent agrees to cooperate with Company post-termination on pending transactions and compliance matters.

10. Indemnification, Limitation of Liability & E&O Coverage

- Agent shall **defend, indemnify, and hold harmless** Company and its affiliates from all claims, damages, or liabilities arising from Agent's actions.
- **LIMITATION OF LIABILITY:** IN NO EVENT SHALL COMPANY BE LIABLE UNDER THIS AGREEMENT TO CONTRACTOR/AGENT FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, OR LOST PROFITS OR REVENUES, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.
- **Errors & Omissions (E&O) Coverage:** The Company maintains E&O coverage under its brokerage policy. Such coverage applies only as provided under the terms and limits of the policy. Agent shall be responsible for:
 - The **deductible** applicable to any claim arising from their conduct; and
 - **All costs, fees, or expenses** associated with such claims that are attributable to their actions, omissions, or negligence.

11. Dispute Resolution

- **Mediation First:** Any dispute, controversy, or claim arising out of or relating to this Agreement shall first be submitted to **good-faith mediation in Clark County, Nevada**. The costs of mediation shall be shared equally by the parties unless otherwise agreed. **Arbitration:** If mediation is unsuccessful, the dispute shall be resolved by **final and binding arbitration** administered by the **American Arbitration Association (AAA)** in accordance with its Commercial Arbitration Rules. Arbitration shall be conducted in **Clark County, Nevada** before a single neutral arbitrator. The decision of the arbitrator shall be final and binding, and judgment may be entered in any court of competent jurisdiction in Nevada. **Governing Law & Venue:** This Agreement shall be governed by and construed in accordance with the laws of the **State of Nevada**, without regard to conflict-of-law principles. Venue for any court proceedings (including enforcement of arbitration awards) shall lie exclusively in **Clark County, Nevada**. **Waiver of Jury Trial:** The parties knowingly, voluntarily, and intentionally waive any right to a trial by jury in any action or proceeding arising out of or relating to this Agreement. **Attorneys' Fees and Costs:** The prevailing party in any dispute, whether at mediation, arbitration, or court enforcement proceedings, shall be entitled to recover its reasonable attorneys' fees, costs, and expenses. **Equitable Relief:** Nothing herein shall preclude the Company from seeking **temporary restraining orders, preliminary injunctions, or other equitable relief** in a court of competent jurisdiction in Nevada to prevent actual or threatened breaches of confidentiality, restrictive covenants, or other obligations under this Agreement.

12. General Provisions

- **Policy & Procedure Manual:** The **Company Policy & Procedure Manual is incorporated into and made part of this Agreement**. By signing this Agreement, the Agent agrees to **adhere to, uphold, and remain in compliance with all policies, rules, procedures, and provisions contained in this Agreement and the incorporated Manual**.
- **Amendments:** Must be in writing, signed by both parties.
- **Assignment:** Agent may not assign this Agreement.
- **Waiver:** Failure to enforce any provision does not waive rights to enforce later.
- **Severability:** If any provision is invalid, the remainder remains in force.
- **Entire Agreement:** This Agreement, together with the incorporated **Policy & Procedure Manual**, constitutes the **entire controlling agreement** between Company and Agent.

13. Governing Law

This Agreement is governed by the laws of the **State of Nevada**.

14. Social Media Use & Compliance

- Agents must comply with all applicable **federal, state, and local laws** governing advertising, fair housing, real estate marketing, and online communication when using social media for business or personal purposes.
- Agent is **strictly prohibited** from posting, sharing, or engaging in content that includes hate speech, discriminatory remarks, defamatory statements, offensive material, or opinions that may reasonably be viewed as harmful to the reputation of the Company, its brokers, agents, staff, or clients.
- Agent is responsible for remaining **up to date** with all rules, policies, and standards set forth by the **National Association of REALTORS® (NAR)**, the **Nevada Real Estate Division**, and the **Las Vegas REALTORS® Association**, including but not limited to advertising standards, MLS rules, and ethical guidelines.
- **Brand Compliance on All Visual Posts.** All posts of any type that include visuals — including but not limited to graphics, photos, videos, reels, stories, flyers, and digital ads — must maintain and use only Company-approved logos, colors, and

branding. The Agent is solely responsible for compliance and, if advised by the Company that a post is non-compliant, must remove the post immediately. Failure to adhere shall subject the Agent to review for termination and a Company-imposed fine.

- Violations of this section shall constitute a material breach of this Agreement and may result in immediate disciplinary action, up to and including termination of this Agreement.

14. Office & Facility Policies

- **Parking:** Only in designated areas. No carports/other buildings. Violations towed at Agent's expense.
- **Smoking:** Prohibited within 50 ft of building.
- **Conference Room:** No food/drinks unless with clients. For training and clients only. Reserve via Google Calendar.
- **Bathrooms:** Gender-neutral. Keep clean. Seat down. Replace roll.
- **Scam Awareness:** Broker only texts from 702-219-4615. Ignore others.
- **Printers:** HP 400 for B/W. HP 477 for limited flyers (10–20) and presentations.
- **Wi-Fi/Workstations:** Network: Slacker1 | Password: Slacker1 WIFI | Workstation: Slacker WORKSTATIONS.

SIGNATURES

Agent

Signature: _____

Printed Name: _____