

The Arts Ambassadors LLC

Real Estate Agent Agreement

This is a legal agreement between Real Estate Agent (hereinafter referred to as Agent, "you", "your") and The Arts Ambassadors LLC, (hereinafter referred to as Arts Ambassadors, "we", "us", or "our"). You hereby agree to the following:

Requirements for Participation

- You are of legal age and capable of forming a legally binding contract.
- All information you provide to us is accurate. Should it change in the future, you will update us immediately.
- You have a current and valid real estate license, are qualified to practice real estate, and will follow all applicable real estate laws.
- You will provide us with your real estate license number and, in doing so, you authorize us to confirm your relationship with your broker.
- You will update us immediately regarding any changes to the status of your real estate license.
- You have appropriate insurance coverage for your real estate practice.
- You acknowledge that you have obtained your broker's permission or any other permission required in order to use our services.
- You acknowledge that all real estate clients that you accept from us are referrals and are subject to this agreement.
- You acknowledge that this is a nonexclusive agreement to work with Arts Ambassadors.
- You are responsible for the real estate services provided to your clients and agree to indemnify, defend, and hold Arts Ambassadors harmless from any claims, costs, and damages incurred by Arts Ambassadors arising from claims by your clients regarding the services you have provided.
- You have read and agree to our Terms of Use and Privacy Policy.

Payment of Referral Fee to Arts Ambassadors

- You agree to pay Arts Ambassadors a referral fee of thirty percent (30%) of the gross commission received from real estate transactions involving referrals you accept through our services. This percentage will be specified for each individual referral on a separate signed agreement prior to acceptance and is not negotiable unless otherwise specified, documented, and agreed upon by you and Arts Ambassadors.
- The eventual five percent (5%) donation to the selected arts organization will be calculated from the gross commission, but the actual payment to the organization will be deducted from the referral fee received by Arts Ambassadors.
- You agree that the net or gross referred-side commission is the amount received by your broker prior to any split of commission with agents or other brokers on the referred side of the transaction.
- You agree to pay the referral fee described above for all commissions received from real estate transactions involving a referral for a period of two years from the date you accept the referral.

- You understand and agree that the referred client(s) must select and designate a primary and secondary 501(c)(3) arts organization of their choice at least two (2) weeks prior to the real estate closing to receive the donated five percent (5%) of your net or gross commission.
- You understand and agree that you, as the client(s) agent, shall not alter and/or veto the client(s) arts organizations choices. However, if two (2) weeks prior to closing, the client(s) has failed to choose and/or decide on the arts organization to which s/he/they desire to direct the donation, you, as the agent, shall select and/or designate the organization.
- If your client's primary designated arts organization is dissolved and ceases to exist, the secondary designated organization will receive the funds. If, after closing, Arts Ambassadors discovers that both the primary and secondary arts organizations are dissolved and cease to exist, Arts Ambassadors shall notify you and your client via E-Mail transmission and telephonically to request that within thirty (30) days after closing you and your client execute an amendment to the contract designating a substitute arts organization. In the event, the request is not fulfilled, and Arts Ambassadors is unable to obtain a response from the donor, Arts Ambassadors will retain the donated funds in its public charity, Arts Ambassadors Foundation, Inc. for six (6) months; upon the expiration of six (6) months, the funds will be appropriated by Arts Ambassadors 501(c)(3) and applied to its general donation fund and/or operating expenses.
- If you refer existing client(s) of yours to Arts Ambassadors (those not referred to you by Arts Ambassadors), you are welcome to do so; however, you shall agree to donate six percent (6%) instead of five percent (5%) of your gross commission. One percent (1%) shall go to the Arts Ambassadors Foundation, Inc. and five percent (5%) shall go to the client(s) designated arts organization. The deducted one percent (1%) will be applied to Arts Ambassadors' administrative expenses and used for marketing and promotional materials in accordance with IRS 501(c)(3) nonprofit regulations. Additionally, the full six percent (6%) donation may be treated as a tax deduction by the real estate agent.
- You agree that you will not refer a referral from our services to any other agent or broker for a period of two years from the date you accept the referral unless otherwise specified, documented, and agreed upon by you and Arts Ambassadors.
- If you move from one brokerage to another, you agree that you or your broker will assume responsibility of the referral fee described above for any commissions generated from real estate transactions with the referral at either brokerage.
- You agree that within five (5) business days prior to the closing of the referral's transaction, you will complete all legal documentation necessary to facilitate the payment of the referral fee to an officer/representative of Arts Ambassadors, including providing the closing agent and any other applicable parties with our invoice and other applicable documents.
- You agree to remit payment of the referral fee to Arts Ambassadors within fourteen (14) days of the closing of the referral's transaction.

Terms

- You may opt in or out from being featured on social media platforms as an Arts Ambassadors real estate agent participant.
- Should you choose to list Arts Ambassadors in your marketing materials, Arts Ambassadors must review and approve the content prior to use and dissemination and direct links to our website (www.artsambassadors.com) must be listed.

- You can choose to stop participating in our services at any time with written notice. We can also terminate this agreement and your participation at any time and without notice.
- Termination of your participation does not negate this agreement for any referrals you've already received from us. We are under no obligation to pay you a referral fee if you are found in violation of this agreement and your participation is terminated.
- This agreement does not establish any relationship of partnership, joint venture, employment, franchise, or agency between you and Arts Ambassadors.
- If you are found in violation of this agreement, your participation may be terminated and you will be legally responsible for breach of the terms outlined in this agreement.
- This agreement may be assigned by Arts Ambassadors without your consent and all rights and obligations of Arts Ambassadors shall, from the date of assignment, belong to Arts Ambassadors assignee. Assignment shall not relieve you of any of your rights or obligations under this agreement. You may not assign this agreement without the express written consent of Arts Ambassadors. This provision applies retroactively and covers all rights and obligations existing under this agreement and any previous agreements between you and Arts Ambassadors.
- We reserve all rights in and to Arts Ambassadors Foundation, Inc., Arts Ambassadors and all related intellectual property not expressly granted under this Agreement. "Arts Ambassadors" and all associated logos displayed within our service are our trademarks (unless otherwise noted).
- Arts Ambassadors (including the underlying software), this agreement, and any other proprietary or confidential information provided to you is Confidential Information. You agree not to disclose our Confidential Information and agree to use our Confidential Information only as provided in this agreement.
- The laws of the State of Florida, excluding its conflicts of law rules, govern this Agreement. The exclusive jurisdiction and venue of any action arising out of or related to this Agreement will be either the state or federal courts in Duval County, Florida, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts.
- Except as expressly stated above, Arts Ambassadors services are provided "AS IS" and "as available," without warranty of any kind, and we hereby disclaim all other warranties and conditions, express, implied, or statutory.

Effective: November 23, 2021