

## Contract Between Metropolitan Realty & Management and Nevada Real Estate Licensee

Metropolitan Realty & Management agrees to allow the noted Nevada Real Estate Licensee to hold an active Nevada license under its company name. While holding the license under Metropolitan Realty & Management, the noted licensee agrees to the following terms and conditions:

The licensee noted in this contract is:

LICESNEE NAME: \_\_\_\_\_

The company in this contract is Metropolitan Realty & Management. For the purposes of this contract, Metropolitan Realty & Management is also known as "Company" or "The Company." Though the individual signing this form and any subsequent exhibits may not yet be licensed and may be applying for a license, the individual is referred to as the licensee. The broker of this company will acknowledge state application for all licensees agreeing to the terms and conditions noted in this contract.

**Initial** Metropolitan Realty & Management permits the Nevada licensee to practice real estate under certain terms and conditions. The practicing licensee must agree to specific brokerage policies and commission terms [ ] directly related to the practice of real estate in Nevada. The Nevada Licensee must also acknowledge that Metropolitan Realty & Management is not a member of the GLVAR or any MLS related system.

A new contract of terms may be required should the Nevada licensee elect to change the relationship or program selected with the brokerage at a later time. Fees paid to participate in either relationship are not refundable or prorated.

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### Commission Structure and Referral fee Breakdown

**NEW HOMES & EXTERNAL REFFERAL** - Any licensee who hangs their Nevada Real Estate license under the Metropolitan Realty & Management Brokerage name may participate in New home sales or refer outside of the Metropolitan Realty & Management or our MLS brokerage Metropolitan Real Estate Group. Brokerage will pay licensee 100% of the total commission received by the brokerage as a direct result of said new home sale or external referral. A transaction fee of \$795 per Transaction side. This section only applies to New Home sales and external referrals.

**IN HOUSE REFERAL**– Should the licensee elect to refer any business to, Metropolitan Real Estate Group, our MLS brokerage, the Metropolitan Realty & Management agent will receive a 35% net referral fee at the close of escrow.

**COMMERCIAL** – Should the licensee elect to transact in a commercial transaction the agent will receive a 90% agent / 10% brokerage split at the close of escrow.

**PRPOERTY MANAGMENT** - Should the licensee elect to refer any property management account to Metropolitan Realty & Management or Metropolitan Real Estate Group the agent will receive any set up fee that is negotiated with the property owner.

\* Agent is not permitted to complete transaction other than the commercial, referrals or new home sales.



THE NEVADA LICENSEE LICENSED UNDER METROPOLITAN REALTY & MANAGEMENT AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

1. The licensee shall abide by all Nevada and Federal laws / codes governing the real estate practice.
  - a. Company will terminate the relationship with the licensee immediately if any Nevada or Federal law / code is broken or if the company determines that the licensee is a liability to the brokerage. Said determination remains the sole discretion of the brokerage. The licensee is not prorated any paid fees should such termination occur.
2. The licensee is not permitted to provide Nevada real estate information to any potential customer outside of the scope of their license. The Licensee will be held liable for any information supplied to any potential customers regarding Nevada real estate and any suit resulting from said prohibited interaction.
3. The licensee must pay \$100 per year for the company to honor this agreement. A fee of \$100 is payable to Metropolitan Realty & Management at the time that this contract is signed by the licensee for the first year of licensing. The fee of \$100 will not be prorated if the license is held by the company less than one year. The licensee will be invoiced for the yearly amount of \$100 by Metropolitan Realty & Management annually. If the licensee does not pay this \$100 fee within the renewal period specified on the yearly invoice, the license will be returned to the Nevada Real Estate Division and this contract is void.
  - a. The licensee may elect to pay \$250 for a lifetime membership. This membership allows the licensee to transfer in and out of the brokerage limitlessly for the life of the license. No annual fees will be payable to Metropolitan Realty & Management if this option is selected. No proration of lifetime membership fee will occur should the licensee elect to terminate this agreement.
4. The licensee must acquire all necessary business licenses required to legally obtain compensation or any such state or federal licenses required by Metropolitan Realty & Management. Licensee recognizes that the company is not an enforcement agency nor industry expert of said business license laws. The licensee is hereby notified that the following business licenses are required by current code or statute based on company location and location of business: Nevada State Business License - [nvsos.gov](http://nvsos.gov) & Clark County Business License - [clarkcountynv.gov](http://clarkcountynv.gov). It is the responsibility of the licensee to maintain said business licenses and any fees incurred by company as a result of the licensees noncompliance of said business license maintenance will be passed on to the licensee. Any website or contact information supplied for state agencies is done to aid the licensee only and the licensee may need to perform additional research relative to fee structure and possible exemptions of said licenses.
5. Metropolitan Realty & Management will not notify the licensee of license expiration or education required to maintain the license, it is the responsibility of the licensee to maintain such Nevada licensing records.
6. This contract may be terminated at any time by either party. If the contract is terminated, the license of the licensee will be sent to the Nevada Real Estate Division immediately. No portion of fees paid will be returned or refunded to the licensee.
7. The referral and the referral fee:
  - a. The licensee licensed under Metropolitan Realty & Management may only refer potential customers on the referral form supplied by the company and in the manner specified by the company.
  - b. The licensee licensed under Metropolitan Realty & Management must keep a copy of the referral contract signed by both the licensee and the designated signor of company to honor referral.
  - c. All signatures on the referral document must be dated prior to all signatures on the Nevada duties owed contract with the referred parties name acknowledged under representation for any referral to be honored.

d. If the referred customer elects to facilitate a real estate transaction with the broker to whom the customer was referred to in the referral contract, the licensee referring the customer will receive 35% of the total commission paid to the broker upon close of escrow. No commission will be paid if the customer elects to purchase through a different broker other than the broker to whom the customer was referred to in the referral arrangement.

e. The 35% referral fee will be based on the total commission paid to the broker whom the customer was referred to excluding document control fees, bonuses and other fees external from the commission percentage stated in the contract.

f. Metropolitan Realty & Management is not responsible for collecting unpaid commissions from customers or any company and will not pay the licensee referring the customer unless the total commission noted in the Nevada real estate contract is paid to the broker who facilitated the referred transaction.

g. Metropolitan Realty & Management will only pay the referral fee to the licensee, this fee will be paid in a check format only. The referral fee will be mailed to the referring licensee. All referral fees will be paid within 5 business days of the total commission payment to the broker which the customer was referred to. Licensee must keep the Nevada Real Estate license active to be paid a referral fee. The company will retain the commission and any referral fees should the licensee let the Nevada real estate license expire.

h. The broker or company assignee of Metropolitan Realty & Management will choose the broker and or licensee to refer any prospective customer to. The licensee holding the license under Metropolitan Realty & Management may suggest the referral, but the decision of referral lies solely at the discretion of the broker or company assignee of Metropolitan Realty & Management.

8. Metropolitan Realty & Management may require the licensee to acknowledge future additions or amendments to this contract. The licensee will be given 10 business days to accept by signature said changes or the license will be sent back to the division.

9. Any license sent back to division due to the inability to abide by the terms of this agreement will forfeit any referral fee not yet paid.

10. Metropolitan Realty & Management will report all licensees as independent contractors and income paid to the licensee will be filed as such.

11. Licensee understands that the broker is a licensed Property Manager and they may hold a property management permit. The Licensee shall not conduct any property management while employed by the company. Licensee are at no time allowed to handle client funds.

By signing below, licensee understands and agrees to this contract of terms:

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Printed name of Nevada Licensee / Metropolitan Realty & Management Sales Associate:

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Nevada Licensee / Metropolitan Realty & Management Representative:

Date

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Metropolitan Realty & Management Representative:

Date

Title



Metropolitan Realty & Management Associate's information:

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

Date of Birth: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

Home Phone Number: \_\_\_\_\_

Driver's License State & Number: \_\_\_\_\_

Social Security Number/ EIN (if LLC): \_\_\_\_\_

Home Address (P.O. Boxes not acceptable): Additional Languages Spoken:  
\_\_\_\_\_

Referred by (how you discovered Metropolitan Real Estate Group):  
\_\_\_\_\_

**Please choose from the following optional items:**

Metropolitan Realty & Management name badge: \$30 each

\$ \_\_\_\_\_

Metropolitan Realty & Management business cards: \$60/1,000 cards or \$50/500 cards

\$ \_\_\_\_\_

The MRM email address: \$20 annually - MetropolitanRealtyNV.com \$ \_\_\_\_\_

**Total due upon sign up** \$ \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b>	<b>See Specific Instructions on page 3.</b>	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                  <input type="checkbox"/> C Corporation                  <input type="checkbox"/> S Corporation                  <input type="checkbox"/> Partnership                  <input type="checkbox"/> Trust/estate         </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____         </p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____         </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
		<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p> <p>Metropolitan Real Estate Group                  3305 Spring Mountain Rd #98                  Las Vegas, NV 89102</p>
		<p><b>6</b> City, state, and ZIP code</p>	
		<p><b>7</b> List account number(s) here (optional)</p>	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>								
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<b>or</b>								
<b>Employer identification number</b>								
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**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*