



**SHOWING AGENT/LEAD AGENT AGREEMENT
(7-15-14)**

Date: _____

Lead Agent: _____

Showing Agent: _____

Client Name: _____

- I. It is hereby understood that this agreement is for
 Ad hoc showing or accompanied showing

\$25 per hour (driving time and showing time only – not time to schedule appointments) with a \$50 minimum.

- Showing up until contract and negotiation

- 25% of the commission at closing (note: conforms with KW showing assistant model)**
- 10% of the commission at closing plus \$10 per hour (driving time and showing time only – not time to schedule appointments)**
- \$25 per hour (driving time and showing time only – not to schedule appointments) with a \$50 minimum and no share of the commission.**

- II. _____ (hereby known as Showing Agent) is a licensed Realtor with Keller Williams Realty Memorial and, the sales associate will work with _____ (hereby known as Lead Agent) for the term of the agreement detailed above.

III. Duties of Agent

For the period defined above in this agreement, the Showing Agent shall be a Buyer Agent for The Lead Agent working with the client(s) listed above. The real estate transaction conducted during this agreement shall fall under the following terms and conditions:

- A. The Agent will work with the client listed in this agreement. These clients are in relationship with the lead agent, and are not available to the Showing Agent for future lead generation.

V. Additional Guidelines

- A. The Showing Agent will always present and conduct him/herself in a neat and professional manner.
- B. The Showing Agent will honor all showing commitments made to Lead Agents and buyers.
- C. The Showing Agent will adhere to all systems put in place by the Lead Agent.
- D. The Showing Agent will provide the Lead Agent with an update of all activity, including all those related to the showing process, according to a schedule set forth by the Lead Agent.
- G. It is the responsibility of the Agent to comply with the laws, rules, regulations, and conditions governing real estate agents in the State of Texas, the local Realtor Associations and MLS systems, the Texas Association of Realtors, and the National Association of Realtors, as well as the policies of Keller Williams Realty – Memorial and Keller Williams Realty International.
- H. The showing Agent will maintain automobile liability insurance in accordance with Keller Williams Realty-Memorial guidelines and will also name Keller Williams Memorial as an additional insured.
- I. The Lead Agent shall not be liable for the acts of the Showing Agent or his servants or agents in the performance by the buyer agent of his duties, except for acts caused directly by the sole negligence of the Lead Agent or Lead Agent's employees or employees. **THE SHOWING AGENT HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE LEAD AGENT FOR ANY AND ALL CLAIMS, EXPENSES AND ATTORNEYS FEES, WHETHER DUE TO NEGLIGENCE OR OTHERWISE, ARISING OUT OF THE ACTS AND OR OMISSIONS OF THE SHOWING AGENT IN THE PERFORMANCE OF THE AGENT HEREUNDER.**

VI. Non-Competition Clause

A. It is understood and agreed that Showing Agent will be given access to highly sensitive and proprietary information regarding the Lead Agent's business as part of Agent's duties and responsibilities under this agreement. It is understood that all clients and prospects are, and always will be, the Lead Agent's clients and prospects. The Showing Agent promises not to solicit these clients or prospects. If for any reason, the Showing Agent solicits any of the Lead Agent's clients or prospects, a 100% referral fee will be paid to the Lead Agent on the close of any of these transactions. This covenant shall remain in force for a period of five years following termination of this agreement. However, the 100% referral fee is contractual in nature and shall not terminate by reason of the passage of time. Because we work with integrity in all things at Keller Williams, it is expected that the Showing Agent will never solicit the clients of the Lead Agent,

VII. Independent Contractor Status.

A. Showing Agent and the Lead Agent acknowledge and stipulate that the Showing Agent is an independent contractor and not an employee of the Lead Agent. Showing Agent acknowledges that Showing Agent shall perform the services hereunder as an independent contractor and not as an employee. Showing Agent shall be responsible to set the times and place for the work to be performed hereunder and shall supply his or her own tools and equipment, if any, necessary to perform the work hereunder. **SHOWING AGENT SHALL BE RESPONSIBLE FOR SHOWING AGENT'S TAXES AND INSURANCE AND ALL OTHER PAYROLL RELATED EXPENSES. SHOWING AGENT AGREES TO INDEMNIFY AND HOLD HARMLESS THE LEAD AGENT FROM ANY SUCH TAXES, OR ASSESSMENTS AND TO PAY ANY FINES AND PENALTIES LEVIED, AND ANY ATTORNEY'S FEES AND EXPENSES INCURRED BY THE LEAD AGENT RELATING THERETO.**

IX. Arbitration of Agent's Claims

Showing Agent and Lead Agent agree that any claims, disputes, lawsuits of any kind whatsoever, whether sounding in tort, contract or under common law or statutory law, regarding this Agreement, each party's duties and responsibilities hereunder, or arising out of or under Showing Agent's and Lead Agent's performance and relationship hereunder or Showing Agent's duties and compensation hereunder, shall be resolved by binding arbitration pursuant to the rules of the American Arbitration Association. Venue for any such arbitration shall be held in Harris County, Texas. The Texas Arbitration Act shall apply to any such proceeding. This provision shall not apply to any claims or causes of action by the Lead Agent for any violations of Section VI. of this Agreement, but will be applicable to any counterclaims that may be alleged or raised by Showing Agent in any such proceeding.

All terms and conditions set forth in this agreement are hereby agreed to on this _____ day of _____, 201_.

Showing Agent

Lead Agent

Showing Agent Duties:

Show homes
Schedule showing appointments
Communicate with lead agent

Lead Agent's Duties:

Buyer consultation
Buyer pre-qualification
Needs assessment
Initial set of homes to be shown
Contract/ Negotiation/ Closing

What Lead Agent will expect from you:

Have finished the training and know the scripts
HAR and CSS members
Have Supra Key
Clean car
Car insurance
Mobile office
Punctuality
Commitment to the showings
Provide timely feedback on the showings to the lead agent
Provide timely feedback on the showings to the listing agent
Provide positive support for the lead agent through what you say to the clients

What you can expect from the Lead Agent:

Pre-qualified buyers and signed buyer's rep agreement in place
Reasonable notice for showings
Lead Agent's own checklist for Showing Agent providing at minimum:

- Buyer profile
- Any expectations over and above the standard expectations of the program
- Possible amount of compensation if compensation includes a percentage of the commission – for example, if the client is the result of an agent referral, Showing Agent should know up front what the possible pay may be after that commission is paid.
- Scope of relationship – does Lead Agent want to have control over what the client is shown and provide a list to the Showing Agent, or does Lead Agent want the showing agent to work with the clients directly about timely notification of new listings on the market and getting them shown?
- Definitive timeline for when Lead Agent expects feedback from the showing agent about the showings.
- Payment guidelines (see compensation)

Enter special provisions to this agreement here, or attach a separate, fully executed addendum to detail additional expectations not specified in the standard Agreement.
