Team Agreement

1. PARTIES AND STRUCTURE

This Team Agreement ("**Agreement**") is entered into as of _____ ("**Effective Date**") by and between:

- **Team Leader ("TL")**: _____
- **Team Member ("TM")**: _____

Each individually a "**Party**" and collectively the "**Parties**."

All real estate activity contemplated herein shall be conducted exclusively through **List n Show LLC** ("**Broker**").

This Agreement governs the internal relationship between TL and TM only. Broker is not a party to this Agreement. Broker may enforce provisions relating to compliance, commission processing, confidentiality, indemnification, and brokerage operations to the extent necessary to protect Broker's legal or operational interests.

2. PURPOSE

The purpose of this Agreement is to establish:

- Lead ownership and allocation
- Compensation structure
- Operational control standards
- Protection of team-generated business
- Post-termination rights and obligations

3. TERM AND TERMINATION

3.1 Term

Commences on Effective Date and continues until terminated.

3.2 Termination Rights

Either Party may terminate upon:

- Thirty (30) days written notice; or
- Immediate termination for Cause.

3.3 "Cause" Defined

Includes but is not limited to:

- Violation of Broker policy
- Misrepresentation or misconduct
- Failure to disclose transactions
- Circumvention of team structure
- Regulatory violations
- Reputational harm

3.4 Automatic Termination

This Agreement terminates immediately if:

- Either Party's license becomes inactive
- Either Party leaves Broker

4. INDEPENDENT CONTRACTOR STATUS

The Parties are independent contractors under separate agreements with Broker.

Nothing herein shall be construed to create:

- Employment
- Partnership
- Joint venture

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- Agency between TL and TM

TM retains discretion over how services are performed, subject only to:

- Broker requirements
- Team standards reasonably necessary for coordination and branding

5. DEFINITIONS

5.1 "Lead"

Any person or entity introduced through:

- TL marketing
- Team systems
- Broker or team referrals
- Open houses, sign calls, or platform leads

5.2 "Team Client"

Any Lead that:

- Engages in real estate activity with TM during the term; OR
- Is entered into the Team CRM/system; OR
- Is assigned by TL

5.3 "Preexisting Client"

Only those specifically listed in **Exhibit A**.

5.4 "Pipeline Transaction"

Any transaction that, prior to termination:

- Has active negotiations; OR
- Has a signed agreement; OR
- Has property shown or discussed with intent to transact

5.5 "Source of Record"

The Broker-approved transaction system (e.g., RBO) shall be the sole authoritative record of:

- Leads
- Clients
- Transactions

6. EXCLUSIVITY AND SYSTEM REQUIREMENTS

TM agrees:

- All real estate activity must be conducted through Broker
- All Leads and transactions must be entered into Broker systems
- No off-platform or undisclosed transactions are permitted

Failure to comply constitutes material breach

7. LEAD OWNERSHIP AND CONTROL

- All Team Leads are the exclusive property of TL
- TL has sole discretion to:
    - Assign leads
    - Reassign leads
    - Reclaim inactive leads

TM has no ownership interest in Team Leads except as provided herein.

8. COMPENSATION

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8.1 General Structure

All commissions are:

- Paid to Broker
- Distributed per Broker policy
- Then allocated between TL and TM

8.2 Compensation Splits

Transaction Type	TL %	TM %
TL-generated buyer	____	____
TM-sourced buyer	____	____
TL-generated seller	____	____
TM-sourced seller	____	____

8.3 Adjustments

TL may adjust compensation for:

- Additional support
- Reassignment
- Completion work

Provided such adjustments are commercially reasonable

9. EXPENSES

Unless otherwise agreed:

- TM responsible for own business expenses
- Team expenses allocated as follows: _____

10. PIPELINE DISCLOSURE

Upon termination, TM MUST provide:

- Full written disclosure of all Pipeline Transactions
- Names, properties, status, and expected commissions

Failure to disclose constitutes:

- Material breach
- Grounds for damages and equitable relief

11. POST-TERMINATION COMPENSATION

11.1 Pending Transactions

All Pipeline Transactions remain subject to this Agreement.

TL shall receive its full share regardless of closing date.

11.2 Tail Period

If TM closes a Team Client transaction within **12 months** of termination:

- TL is entitled to a referral fee of: ____% of GCI

11.3 Clawback Provision

If TM:

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- Conceals a transaction
- Misrepresents status
- Circumvents the Agreement

Then TL is entitled to:

- Full compensation that would have been earned
- Plus additional damages

12. AUDIT RIGHTS

TL may:

- Request transaction records
- Verify deals through Broker
- Audit compliance with this Agreement

TM must fully cooperate.

13. NON-SOLICITATION / NON-CIRCUMVENTION

For 12 months post-termination, TM shall NOT:

- Solicit Team Clients
- Divert Team Leads
- Interfere with Team transactions

This does NOT restrict:

- General marketing to the public
- Work with Preexisting Clients

14. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

All Team materials including:

- CRM data
- Systems
- Marketing
- Branding

Are the exclusive property of TL and/or Broker.

Upon termination, TM must:

- Cease use immediately
- Return or destroy all materials

15. TEAM NAME AND BRANDING

Team Name: _____

Ownership of Team Name remains with:

□ TL □ TM □ Other: _____

All branding must comply with Broker and Connecticut regulations.

16. DISPUTE RESOLUTION

- Good faith negotiation required
- Then mediation (mandatory)
- Then binding arbitration (if elected)

Venue: State of Connecticut

Governing Law: Connecticut

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17. ATTORNEY'S FEES

Prevailing party entitled to:

- Attorney's fees
- Costs
- Enforcement expenses

18. INJUNCTIVE RELIEF

Parties agree monetary damages are insufficient.

TL may seek:

- Injunction
- Specific performance
- Immediate court relief

19. INDEMNIFICATION

Each Party indemnifies:

- The other Party
- Broker

Against claims arising from:

- Their conduct
- Violations of this Agreement

20. ENTIRE AGREEMENT

This Agreement supersedes all prior understandings.

Amendments must be:

- In writing
- Signed by both Parties

SO AGREED;

TM:	_____	_____	_____
	Signature	*Print Name*	*Date*
TL:	_____	_____	_____
	Signature	*Print Name*	*Date*

BROKER ACKNOWLEDGMENT

Broker acknowledges receipt of this Agreement solely for compliance, supervisory, and recordkeeping purposes. Broker is not a party to this Agreement and assumes no contractual obligations between Team Leader and Team Member except as may independently arise under applicable law, regulation, or separate written agreement.

All activities conducted pursuant to this Agreement remain subject to:

- Broker policy,
- Connecticut law,
- MLS rules,
- and applicable licensing regulations.

In the event of any conflict between this Agreement and Broker policy or applicable law, Broker policy and applicable law shall control.

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Team Agreement

Broker reserves the right to require modification of any provision deemed inconsistent with brokerage compliance requirements.

BROKER ACKNOWLEDGMENT ONLY: LIST N SHOW LLC

_____	_____	_____
By its Member, Duly Authorized.	*Print Name*	*Date*

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