



Agent Full Name: \_\_\_\_\_ CBMP Office: \_\_\_\_\_ Start Date: \_\_\_\_\_

Prior 12 Month Volume: \_\_\_\_\_ Prior 12 Month GCI: \_\_\_\_\_ Anniversary Date: \_\_\_\_\_

Next 12 Month Vol Goal: \_\_\_\_\_ Next 12 Month GCI Goal: \_\_\_\_\_ Agent Plan: \_\_\_\_\_

90 % Capped Commission Plan		
Agent Commission plan will be determined based on their previous 12 months' production. Agent will be paid a 90% commission less a flat fee CAP of \$16,000 per year.		<i>Initials</i>
	GCI Number to Achieve Cap	
Plan 1	Pay Full Amount	
Plan 2	Monthly Payments of \$1,333 then 90%	
Plan 3	50/50 to \$40,000 GCI, then 90%	\$40,000
Plan 4	55/45 to \$45,714 GCI, then 90%	\$45,714
Plan 5	60/40 to \$53,333 GCI then 90%	\$53,333
Plan 6	65/35 to \$64,000 GCI then 90%	\$64,000
Plan 7	70/30 to \$80,000 GCI then 90%	\$80,000
Plan 8	75/25 to \$106,667 GCI then 90%	\$106,667
Plan 9	80/20 to \$160,000 GCI then 90%	\$160,000
Commission in excess of \$350,000 in a Plan Year, will be paid at 95%.		

**AFFILIATION FEE 6%:**

The 6% Coldwell Banker brokerage affiliation fee will be deducted from the Adjusted Gross Commission Amount for each transaction.

**MONTHLY BUSINESS BENEFIT FEE:** An additional \$99/month.

**FILE MAINTENANCE FEE:** \$284

**GUIDELINES:**

1. Compensation Agreement:
  - a. Automatically renewed for a successive 12-month period, unless either party give(s) 30 day prior written notice.
2. Experience Agent Exceptions:
  - a. Minimum 2 years of experience may choose Plan 6 regardless of production.
  - b. Minimum 5 years of experience may choose Plan 7 regardless of production.
  - c. Minimum 10 years of experience may choose Plan 8 regardless of production.
3. Annual CAP not achieved will result in:
  - a. No charge back, provided the prior 12-months GCI is equal or greater than the number necessary to achieve the \$16,000 by the end of the plan year, and/or your realistic Business Plan (approved by your Branch Leader) would have achieved your CAP.
  - b. If the full cap threshold is not achieved the agent will automatically be moved to the next lower Plan Number for the following year.

**CBMP MAKE A DIFFERENCE FUND:** \$25 will be deducted from each transaction side at Closing. This to matched at 50% by the Brokerage.

**APPLYING THE COMMISSION SPLIT PERCENTAGES:**

The Real Estate Salesperson shall be eligible for the next incremental split percentage to be applied when the year-to-date total Net Adjusted Gross Commission level for each split level has been achieved. If a closed transaction purchase amount is between split qualifying levels, then each proportionate share shall be applied to the Real Estate Salesperson split percentage. (Example: The Real Estate Salesperson is at \$90,000 Net AGCI year to date and the Real Estate Salesperson closes a \$500,000 sale with \$13,950 of Net AGCI. The 70/30 split would apply to the \$10,000 Net AGCI and 80/20 would apply to the remaining balance of \$3950 Net AGCI). The commission splits in this compensation plan are applicable only to transactions closed during the 12 months from the commission plan commencement date.

**REFERRALS:**

Any applicable agreed upon referral fee for any transaction shall be deducted from any applicable Buying or Selling side of the Brokerage’s gross commission amount prior to any other commission calculations per this compensation plan. All “in state” referrals shall be paid by the Title Company to the referring Real Estate Brokerage at the time of closing. The Real Estate Salesperson is responsible for providing Title Company with a copy of any applicable Referral Agreement. Any “out of state” Referrals will be paid by Coldwell Banker Mountain Properties directly to the Referring Brokerage. The Broker’s commission splits will apply to any Referral paid to Coldwell Banker Mountain Properties. Any incoming referral paid by Coldwell Banker Mountain Properties to the Real Estate Salesperson will be treated as any other earned commission income.

**BROKER BUYING OR SELLING OWNED PROPERTIES:** Property purchased where the Real Estate Salesperson will own a majority interest, or a property sold where the Real Estate Salesperson owns a majority interest will be subject to a transaction fee of \$999 (includes the Transaction Management Fee) which will be billed by Coldwell Banker Mountain Properties through the AR Billing process for payment. Additionally, the sale of such property will be subject to the 6% CB affiliation fee, which will be the Real Estate Salesperson’s responsibility, but will be exempted from the Real Estate Salesperson’s commission split with CBMP. The Real Estate Salesperson is required to list the 6% CB affiliation fee on the closing settlement statement payable to CBMP. For properties not listed for sale in a NAR-recognized Multiple Listing Service directory, the 6% CB affiliation fee will be based upon an assumed commission of 2.5% to the Real Estate Salesperson. The Real Estate Salesperson as Seller or Buyer will be responsible for paying any applicable co-op Broker commission fees, referral fees or any other commission or other fees related to the sale. This fee arrangement is only available to those Real Estate Salesperson who have been with CBMP for at least 12 months prior to the closing date of the exempted sale, unless otherwise approved by the Managing Broker.

**ADDITIONAL NOTES:**

*Any previous agreements or commission plans that predate this agreement are no longer valid.*

Agent’s Signature

Date

Manager’s Signature

Date