# **Inside Sales Agent**

# **Offer and Agreement of Employment**

Dated: July 15, 2013

## EFFECTIVE DATE OF EMPLOYMENT: July 15, 2013

EMPLOYEE NAME: Renee Bryants

Tucker Real Estate Experts (hereafter referred to as “Company”), offers employment under the terms and conditions contained herein to Renee Bryants (hereafter referred to as “Employee”).

POSITION DESCRIPTION: The position title is Inside Sales Agent (ISA). The Employee’s primary responsibility is to convert telephone leads/prospects into face-to-face listing or buying presentation appointments:

1. Make calls to all leads/prospects.
2. Follow the approved scripts and dialogues, provided by the Company.
3. Work diligently and honestly to compel each prospect to agree to meet for aface-to-face agent presentation.
4. Enter detailed notes into the appropriate and designated Contact Management System(s).
5. Check the Contact Management System(s) for assigned leads.
6. Attend training sessions, teleconference calls, and meetings as deemed necessary by the Company.
7. Keep a log of all calls made for the day.
8. Make follow up calls assigned via the Contact Management System(s).
9. Call the maximum number of leads/prospects each hour so as to produce the maximum amount of results.
10. Achieve a minimum goal of five listing presentations per work week.
11. Failure to meet quota for two consecutive weeks may result in a reduction of commission rates, in the sole discretion of Company, until the quota has been met. Failure to meet quota for three or more consecutive weeks may result in termination of employment, in the sole discretion of Company.
12. Follow up promptly with all leads/prospects.
13. Continually call and/or email leads/prospects until you reach them or until you verify that the lead/prospect is invalid.
14. Utilize any and all lead/prospect tracking spreadsheets and/or methods the Company provides.
15. Project a gracious attitude toward your leads/prospects on the phone by always thanking them for the time they are giving to you.
16. Build relationships with your clients and always approach them with great respect for them and ask questions to determine what their needs are. We are in the business of helping them be successful.
17. Attend all conferences required by the Company. The Company will pay for transportation to and from the conference, lodging, and a pre-determined per Diem for meals. The Company will not pay for charges to the room including but not limited to: movies, long distance telephone calls, food, beverages, or laundry services.
18. Promptly communicate with the management/ownership of Tucker Real Estate Experts anything that gives you discomfort as it relates to the work atmosphere.
19. Such additional duties as described in Schedule A

Job tasks may be added or deleted at any time at the sole discretion of the Company. If the Employee believes in good faith he/she cannot perform any required or assigned job tasks, he/she shall notify the Company in writing within three business days of receiving the new job tasks. Upon such occurrence, the Company may then redirect these new job tasks and/or terminate Employee’s employment, in the sole discretion of Company.

LIMITATION OF AUTHORITY: When a lead/prospect is prepared to purchase a property, I will use the training and materials provided to me by Company. I agree to refer any lead/prospect or potential lead/prospect inquiring about entering our Trade-Up Program or Cash Rewards to Company. I agree that if I do not know how to do something, or do not feel comfortable performing a task, I will say so. All legal, tax, real estate and associated discussions outside my comfort level shall be immediately referred to Company.

LIQUIDATED DAMAGES: All lead/prospects are the sole property of the Company. If for any reason this contract is terminated, I agree that the established value of any lead or client acquired under this contract for the purposes of liquidated damages are:

Residential Property - $2,000 per lead.

COMPENSATION: See Schedule B

PAY PERIODS: Sales staff is paid via direct deposit according to the following schedule...

* Paid on the 5th and 20th of the month, unless it falls on a weekend or national holiday. In the event this occurs you will then be paid on the previous Friday or day before the holiday.

HOURS: See Schedule C

TIME OFF: The following major holidays will be observed by the Company: New Year’s Day, Memorial Day, Fourth of July, Thanksgiving Day, Christmas Eve and Christmas Day. **If the Employee intends to take personal time off for vacation, the Employee must notify the Company in writing and obtain Company’s approval at least two weeks in advance. If the Employee is sick or has an emergency, the Employee must notify the Company as soon as possible.**

#### **PROBATIONARY PERIOD: Employment is offered subject to a 60 day probationary period.**

**RESIGNATION: The Company requests a minimum of two weeks notice in the event of the Employee’s resignation. Leaving without appropriate notice is inconvenient for the Company and may be reflected in future job references.** If this employment is terminated by either the Employee or the Company, the Employee is entitled to all commissions earned prior to the date of termination, but no further commissions or residual pay will be owed past the date of termination. The earned commissions will be paid to the Employee at the time of the next regularly scheduled pay day. The only exception to the Employee receiving his/her final paycheck as scheduled is if the Employee has not returned from his/her possession all office keys and any other company materials, in the possession of the Employee. Once this has been done, the Employee will receive his/her final paycheck.

CONFIDENTIALITY: In connection with the employment of Employee by Company, Company has furnished and is furnishing certain confidential information to Employee (the “Confidential Information”). The term “Confidential Informa­tion” shall mean all information that Company has furnished or is fur­nishing to Employee, whether furnished before or after the date of this agreement, whether tangible or intangi­ble and in whatever form or medium provided, as well as all information generated by Employee that contains, reflects, or is derived from the furnished information. In consideration of Company’s disclosure to Employee of the Confidential Information, Employee agrees that Employee will keep the Confidential Information confidential and that the information will not, without the prior written consent of Company, be disclosed by Employee, in any manner whatsoever, in whole or in part, and shall not be used by Employee other than in Employee’s performance of duties pursuant to Employee’s employment with Company.

NON-SOLICITATION AND NON-COMPETITION: Employee acknowledges that in the course and as a result of Employee’s employment with Company pursuant to this agreement, Employee will obtain special experience and knowledge, including, without limitation, the Confidential Information, and will come in contact with the Company’s customers and potential customers, which experience, knowledge and contacts would provide invaluable benefits to competitors of the Company. Accordingly, and in consideration of the rights referenced herein and the receipt of same, Employee agrees that, for the term of the Engagement and for a period of six (6) months thereafter, except with the prior written consent of Company, Employee will not:

1. Sell or perform any services or products that are similar to or competitive with the business of Company or otherwise compete with, or engage in any business that is competitive with, Company within a seventy-five mile radius of Manatee County and/or Sarasota County, Florida;
2. Sell or perform any services or products that are similar to or competitive with the business of Company to any person or entity that is, or at any time within the preceding three years was, or was solicited to become, a customer of Company;
3. Solicit or accept any business that is similar to or competitive with the services or products provided by Company from any person or entity that is, or at any time within the preceding three years was, or was solicited to become, a customer of Company; or,
4. Recruit, employ, discuss employment with, or assist any person or entity in recruiting, any person who is, or at any time within the preceding one year was, an employee, independent contractor, or agent of Company.

If any provision of this section should be found by any court of competent jurisdiction to be unenforceable by reason of its being too broad as to the period of time, territory, and/or scope set forth, said provision will be changed to be the maximum period of time, the largest territory, and/or the broadest scope, as the case may be, which would be found enforceable by such court. Upon Employee’s breach or threatened breach of this provision, Company will have the right to seek injunctive relief in any court of competent jurisdiction to enjoin such prohibited acts, in addition to any other remedies or actions at law or in equity to which it may be entitled. Employee also agrees to reimburse Company for all costs and expenses, including attor­neys’ fees, incurred by Company in attempting to enforce the obligations of Employee or of its representatives hereunder.

CUSTOMER INFORMATION: Employee understands that in the course of the employment he/she will also have access to confidential information and other intellectual property that belongs to third parties, including the customers of Company. Employee agrees that such information and intellectual property is included in the definition of “Confidential Information” contained hereinabove.

AT-WILL STATUS: The employment is for no definite or determinable period and may be terminated at any time, with or without prior notice, at the option of the Company for no reason or for any reason allowed by law. Employment will be considered “at-will.” Any and all policies or practices can be changed at any time by the Company. The Company reserves the right to change the job hours, compensation, benefits, and working conditions at any time as allowed by law. In doing so, the Company will provide a new employment contract for the Employee to sign. Employment at the Company may be terminated at the will of either the Company or the Employee.

LEADS/PROSPECTS: All leads/prospects are the sole property of Tucker Real Estate Experts, LLC. All systems, leads, and databases are strictly confidential and are not to be discussed or shared outside of our facilities.

CONDUCT CODE: **The Company operates in an environment of high ethical and moral standards. Personal and professional conduct of our employees reflects upon the organization itself and influences how others perceive the Company. Employees are expected not to engage in inappropriate or unprofessional conduct or behavior which attracts undue attention or disrupts our environment.** Offenses such as cursing, harassment and the like will not be tolerated and are grounds for immediate termination.

RULES AND PROCEDURES: Employee will observe and comply with Company’s procedures, rules, regulations, working hours, holiday schedules, and any other general policies, as such are currently in existence and as same are implemented and or amended by Company, in its sole discretion, from time to time.

DRESS CODE: **The Company enjoys a casual environment in which attire is business casual at all times. Employees are expected to present a neat, businesslike appearance on the job. D**resses or skirts that rise above 4 inches from the knee and plunging neck line blouses are discouraged. Excessive ear piercing, and visible body piercing to nose, body or face are discouraged.  **Employees should not wear wrinkled clothing, baseball caps, or athletic shoes at any time. Jeans are to be worn on Fridays only.** If the Company feels the attire of the Employee is inappropriate, the Company will meet personally with the Employee to verbally make suggestions to correct the problem. The Employee will be expected to adhere to the Company policy the next business day or the Employee will be sent home and not permitted to return to work until the Employee has met the dress code standards of the Company.

DRUG AND ALCOHOL POLICY: No employee at any time is permitted to work under the influence of drugs or alcohol. No amount of any mind or behavior-altering substance is acceptable while you are on the clock for the Company. Any offense, such as drinking a beer during your lunch break and then returning to work, is grounds for immediate termination.

#### CARE OF EQUIPMENT/SUPPLIES/PROCUREMENT/USE: **Company equipment is expensive and state-of-the art. Employee care and consideration should be taken when using all such equipment. Failure to follow these guidelines may result in the Employee being responsible for payment for any damage to said equipment. It is very important that all work areas be kept clean, neat and orderly. Computers should be shut down properly at the end of the Employee’s workday to avoid problems.**

#### TELEPHONE CALLS: **Minimize personal calls while at work by giving your work telephone number to only those people who may need to reach you in case of an emergency. You are not permitted to make long-distance personal phone calls.**

#### E-MAIL/INTERNET: **The Company has cutting edge technology in which each workstation is equipped with Internet and e-mail capabilities.  Employees are expected to use these communication systems for business purposes only, and are not permitted to explore miscellaneous websites on their workstation computer while on or off the clock. The Employee is also not permitted to download any unauthorized programs to the computer, including but not limited to, music programs and chat programs. The Employee is not permitted to listen to any music in the office unless it is at a volume low enough so that other employees and contacts on the phone cannot hear it at all. Music with explicit or inappropriate lyrics is not acceptable at any volume. Employees who misuse these systems will be subject to disciplinary action and or immediate termination. E-mail capabilities belong to the company and the Employee does not have the right to expect privacy.**

NO WAIVER: No failure or delay by Company in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof.

AMENDMENTS: This Agreement may be modified or waived only by a separate writing by Company and by Employee expressly so modifying or waiving such Agreement.

REFORMATION: If one or more provisions of this agreement shall be held unenforceable, invalid, or illegal in any respect, such unenforceability, invalidity, or illegality shall not affect any other provision of this agreement, which shall be con­strued as if such unenforceable, invalid, or illegal provision had never been a part hereof.

JURISDICTION; VENUE: This Agreement shall be governed by and construed in accordance with the laws of Florida applica­ble to contracts between residents of the State of Florida that are to be wholly performed within such state. Employee agrees that any action or proceeding arising out of or related in any way to this Agreement shall be brought solely in a court of competent jurisdiction sitting in Manatee County, Florida.

ACCEPTANCE AND ACKNOWLEDGEMENT: By signing this offer of employment, the Employee acknowledges he/she has read and understands all terms and conditions of this employment agreement and accepts the position on such terms which are subject to change at the will of the Company. The Employee agrees to perform the job duties with the highest degree of professionalism and integrity.

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*Signature of Employee Date*

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*Signature of Company Representative Date*

**Schedule A**

**POSITION CONTRACT: Inside Sales Associate**

**ISA Overall Duties and Responsibilities:**

Begin prospecting promptly at 5:00 PM each weekday or as agreed

Attend team meeting (*Every Tuesday*) andaccountability (*Daily Huddle*)

Send via e-mail ISA report to Sales and Operations Manager every Friday

Scan then e-mail all Seller Interviews to agent same day appointment is set

Confirm all set appointments the day of appointment. If appointment falls on scheduled day off, Employee must confirm appointment prior to day off

Responsible to manage all incoming broker to broker referrals

Handle all company generated seller business for Sarasota and Manatee Counties and surrounding areas

Daily Prospect to Expired Listings and FSBOs According to the Time Blocking Schedule
Look up Expired and Withdrawn Listings,FSBOs (REDx, Craigslist, Newspaper, ForSaleByOwner.com, etc.), Add To Prospect List, Call

Put Qualified Prospects into the CRM

Add tasks for follow ups or to confirm appointments and gather ISA reports

Update KPI Tracker

Make Files and pull MLS Data Sheets

Schedule Appointments

Confirm Appointments

Make follow up calls

Handle outgoing referrals

Respond to internet leads within 5 minutes either via phone call, email, text or all of these methods

Handle Incoming Corporate referrals

Send out Cards for all appointments met and to people who refer us business

Manage all referrals in CRM

**The ISA Is Responsible For Logging and/or Achieving The Following Key Metrics:**

Disposition 100% of All Leads Received Daily

# of Appointments Set (Outbound and Inbound) :: Minimum 5 Listing Appointments/Week

# of Appointments Met :: 80% of Appointment Set

# of Listings Taken :: 10 per month

# Expired Dials :: 50-100 per day

# of FSBO Dials :: 50-100 per day

# of New Client Dials ::

# of Current Client Dials ::

# of Follow up Dials ::

# of Prospects spoken to ::

# of each Source ::

**The ISA Is Required To Attain A High Level of Proficiency In The Following Systems Currently In Use:**

Infusionsoft CRM System

The Redx

Google Apps for Email, Calendar and Documents

MyFlorida MLS

VoIP phone system

Fix Your Funnel Dialer

PhoneBurner Dialer

Redx Leads

SendOut Cards

Microsoft Office Programs

Internet Browsers

Necessary Skills and Attributes

Essential

1. Confident and clear on phone.
2. Ability to relate to people at all levels and situations.
3. No call reluctance.
4. Self-starter.
5. Attention to detail.
6. Follows instructions well.
7. Able to stay on task for extended periods.
8. Positive attitude and friendly demeanor.
9. Honest, ethical with high performance standards.
10. Strong desire to learn and grow.
11. Teachable.
12. Computer literate and familiar with Microsoft Office Programs and willing to learn other application software.

Desirable

1. Experience in a similar role.
2. Telephone experience with customers/prospects.
3. Previous sales experience.

**ISA Schedule B**

**ISA Compensation:**

**Base Salary: $10 per hour**

**Listing Taken Incentive (LTI):** $25 for every active listing taken.

**Listing Sold Incentive (LSI):** $100 for every listing sold.

**Quarterly Consistency Bonus (QCB)**: $1,000 if weekly active listing average for the quarter is

five or greater. (Ex: 1st Quarter of 2012 comprises 13 weeks. If the ISA achieves a minimum of

65 active listings during the quarter, the bonus would be earned.)

**Projected Annual Income:**

**First Year: $39,400**

Base: $10,400

LTI $15,000 5 Active Listings Taken for 40 Weeks (80%)

LSI: $10,000 100 listings sold.

QCB: $ 4,000 50%

Projected Annual Income will be positively affected by larger numbers of active listings taken, active listings per quarter, and active listings sold.

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Sales Representative Date Robert Tucker Date

Schedule C

**Conversion Ratios**

**Monthly:** 20 Listing Appointments Set

**Weekly:** 5 Listing Appointments Set

**Time Blocking**

8:00 to 8:45 Expireds

8:45 to 9:15 Lead Follow up

9:15 to 9:30 Break Shift A

9:30 to 10:45 FSBO

10:45 to 11:00 Break

11:00 to 12:00 Expireds

12:00 to 4:45 Break

5:00 to 5:30 Expireds

5:30 to 6:30 FSBO

 Shift B

6:30 to 7:00 Break

7:00 to 8:00 Expireds and Lead Follow up

ISA Work Schedule

Sun Mon Tues Wed Thu Fri Sat

OFF Shift A Shift A Shift A Shift A Shift A OFF

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Sales Agent Date Robert Tucker Date