

STATE OF MICHIGAN
LIVINGSTON COUNTY CIRCUIT COURT

RICHARD M. BEAUDIN

Plaintiff,

Case No. 21- **31036**-CD

Hon:

v.

BLACK LIVES MATTER UNKNOWN
ASSOCIATE, RE/MAX OF MICHIGAN, LLC, a
Michigan limited liability company, RE/MAX
PLATINUM, LLC, a Michigan limited liability
company, and JOSEPH DEKROUB

Defendants.

JUDGE HATTY
P-30990

FILED
LIVINGSTON COUNTY CLERK
2021 FEB -4 PM 3:37

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COMPLAINT AND JURY DEMAND

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this complaint pending in this court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action, now between these parties, arising out of the same transaction or occurrence as alleged in this complaint that is either pending or was previously filed and dismissed, transferred, or otherwise disposed of after having been assigned to a judge in this court.

/s/ James K. Fett
James K. Fett (P39461)
Attorneys for Plaintiff

Plaintiff, through counsel, states the following complaint against Defendants:

Nature of Claim

1. The Black Lives Matter (“BLM”) “cancel culture” playbook is on full display in this case; an unknown BLM representative pressured Pinckney realtor Rick Beaudin’s real estate broker to terminate his independent contractor agreement because Rick posted “*All Lives Matter*” on Facebook.

2. This complaint contains counts for breach of contract (against the Broker), tortious interference (against the Broker’s management and BLM) and intentional infliction of emotional distress (against BLM).

Jurisdiction and Parties

3. Plaintiff Richard M. Beaudin is a resident of Livingston County; until BLM interfered with his contract, he was a successful realtor with RE/MAX Platinum (“Platinum”) for over 20 years.

4. Black Lives Matter (“BLM”) is a decentralized organization formed to combat alleged systemic racial discrimination by members of law enforcement; one means by which BLM does

this is to financially destroy (“cancel”) individuals or entities that disagree with its mission or methods; that is what occurred in this case; an unknown representative of BLM (and perhaps BLM) will be named as a defendant after Plaintiff discovers his/her identity through discovery from defendants.

5. Defendant Platinum was Plaintiff’s Broker and is a Michigan limited liability company that operates a real estate business as a franchise of RE/MAX, LLC.

6. Joseph DeKroub is the owner of Platinum.

7. Defendant RE/MAX of Michigan (“RMM”) is a Michigan limited liability company headquartered in Portage, Michigan, which operates as the regional management for franchises such as Platinum.

8. Michel Metzner is the Regional Owner of RMM.

9. The amount in controversy exceeds \$1,000,000.00

COMMON ALLEGATIONS

10. Joseph DeKroub hired Plaintiff in 1999 as an independent contractor for his real estate business then known as The Michigan Group; The Michigan Group later became known as RE/MAX Platinum, LLC in or about 2008.

11. Between 1999 and 2020 Plaintiff became a pillar of the Pinckney/Hamburg community.

12. Plaintiff has become known as the “Pinckney Pirate” because of his extensive community involvement, particularly with Pinckney Community Schools, whose mascot is a pirate.

13. Plaintiff created a team of agents which consisted of himself as team leader and primary producer, his wife Elizabeth Beaudin, licensed agent/office manager and four buyer's agents.

14. Plaintiff signed yearly independent contractor agreements with DeKroub's companies, The Michigan Group and later Platinum.

15. Plaintiff entered into an Independent Contractor Agreement (the "Agreement") for 9/15/19 to 9/14/2020 (**Exhibit A**).

16. The Agreement at p. 15, para 5. A, provides that Platinum may terminate Plaintiff for cause only:

- A. By Broker for Cause. If Contactor (sic) commits a material breach of this Agreement, Broker may terminate this Agreement immediately and without prior notice and pursue any and all remedies for the material breach that are available to Broker at law or in equity.

CANCEL CULTURE COMES TO PINCKNEY

17. On Thursday, June 11, 2020, Plaintiff saw on a Pinckney Community Facebook page that BLM planned a protest in Pinckney and commented from his personal Facebook page:

Can't we all just promote in Pinckney That All Lives Matter? We don't need outsiders coming in and causing our businesses to suffer any more than they already have from COVID.

18. Unbeknownst to Plaintiff, a Black Lives Matter ("BLM") representative contacted RMM complaining about Plaintiff's comment that "All Lives Matter," prompting Michel Metzner, the owner of RMM, to contact Platinum and demand Plaintiff's termination.

19. By 4:00 p.m. on Thursday June 11, 2020, Platinum General Manager Jennie Steudle telephoned Plaintiff and informed him that he could not post that "All Lives Matter;" Plaintiff responded that the post had already been deleted.

20. Shortly thereafter Steudle called again and informed Plaintiff that a complaint had been made to RMM owner Michel Metzner and he demanded that Plaintiff be terminated; Steudle refused to identify who made the complaint to Metzner, even though she knew it was BLM.

21. Steudle informed Plaintiff that she and DeKroub would be conversing by phone the next day and would decide his fate then.

22. That same day, Thursday June 11, Steudle forwarded to all Platinum agents and employees a message from DeKroub which cautioned against “social commentary on social media” that Platinum deems inappropriate and pledged that Platinum “will continue its history of promoting social justice for all members of society.”

23. On Friday, June 12, at 8:07 a.m., Steudle emailed Plaintiff a screenshot of the email from the BLM representative to Metzner:

Michel,

Thank you for your prompt response.

I would like to discuss this further and can be reached at the number below. Mr. Beaudin opinions unfortunately do reflect on RE/MAX since he is your employee. This behavior is unacceptable, and I see it is already being shared, viewed and liked by many others.

It sickens me to think what other opinions he supports, I want to know what is being done next? What is the office manager planning on saying, “Stop spreading hate”? If he can’t support the Black community, how is he going to treat them fairly when they come to the office to purchase property?

I can be reached at the following: [Redacted by Platinum or RMM]

24. At 9:18 a.m. Steudle emailed Plaintiff, indicating that it was Metzner, not her, that wanted him terminated.

25. Steudle telephoned Plaintiff at approximately 1:00 p.m. and informed him that the decision had been made to terminate him; she confirmed the call with a 1:45 p.m. email.

26. Friday evening, June 12, 2020, Plaintiff spoke to DeKroub to inquire about why he commented to local radio station WHMI about his termination.

27. Also on June 12, 2020, Plaintiff contacted WHMI and corrected DeKroub's false and libelous statements, which include that (1) Plaintiff's post was "racial in nature" and (2) he had warned Beaudin several times to stop using RE/MAX-supplied Facebook pages to engage in conduct seen as detrimental to the company's standards.

28. DeKroub was not required to speak with the media, which did nothing but exacerbate Plaintiff's damages, particularly since DeKroub spoke falsely about Plaintiff.

29. Not content just to "cancel" Plaintiff's contract with Platinum, BLM threatened Beaudin's social media supporters to contact their employers for the purpose of "cancelling" their employment.

**COUNT I – BREACH OF CONTRACT
(AGAINST PLATINUM)**

29. Plaintiff realleges and incorporates by reference the preceding paragraph.

30. Plaintiff had a contract with Platinum (**Exhibit A**).

31. Platinum breached the contract.

32. Plaintiff has suffered damages as a result of the breach.

WHEREFORE, Plaintiff requests that this Court enter judgment against BLM and RMM as follows:

1. Legal Relief
 - a. Economic damages, including past and future lost wages and benefits, in whatever amount above \$25,000.00 Plaintiff is found to be entitled;
 - b. An award of costs, interest and reasonable attorney fees.

2. Equitable Relief
 - a. Whatever relief appears appropriate at the time of final judgment.

**COUNT II – TORTIOUS INTERFERENCE WITH CONTRACT
(AGAINST BLM AND RMM)**

33. Plaintiff realleges and incorporates by reference the preceding allegations.
34. Plaintiff had a contract with Platinum at the time of BLM's and RMM's interference.
35. Both knew of the contract at that time.
36. Both intentionally interfered with the contract.
37. The interference with the contract was improper.
38. BLM's and RMM's conduct caused Platinum to breach the contract.
39. As a direct and proximate result of BLM's and RMM's intentional, improper interference, Plaintiff has suffered, and will continue to suffer, emotional distress and the physical manifestations of these injuries, as well as economic damages.

WHEREFORE, Plaintiff requests that this Court enter judgment against BLM and RMM as follows:

1. Legal Relief
 - a. Economic damages, including past and future lost wages and benefits, in whatever amount above \$25,000.00 Plaintiff is found to be entitled;
 - b. Noneconomic damages in whatever amount above \$25,000.00 Plaintiff is found to be entitled;
 - c. An award of costs, interest and reasonable attorney fees.
2. Equitable Relief
 - a. Whatever relief appears appropriate at the time of final judgment.

**COUNT III – INTERFERENCE WITH BUSINESS
RELATIONSHIP OR EXPECTANCY
(AGAINST BLM AND RMM)**

40. Plaintiff realleges and incorporates by reference the preceding allegations.

41. Plaintiff had a business relationship or expectancy with Platinum at the time of BLM's and RMM's interference.

42. The business relationship or expectancy had a reasonable likelihood of future economic benefit for Plaintiff.

43. Defendants BLM and RMM knew of the business relationship or expectancy at the time of their interference.

44. Defendants BLM and RMM intentionally interfered with Plaintiff's business relationship or expectancy.

45. Defendants improperly interfered with Plaintiff's business relationship or expectancy.

46. Defendants' conduct caused Platinum to disrupt or terminate its business relationship or expectancy with Plaintiff.

47. Plaintiff was damaged as a result of Defendants' conduct.

WHEREFORE, Plaintiff requests that this Court enter judgment against BLM and RMM as follows:

1. Legal Relief

- a. Economic damages, including past and future lost wages and benefits, in whatever amount above \$25,000.00 Plaintiff is found to be entitled;
- b. Noneconomic and exemplary damages in whatever amount above \$25,000.00 Plaintiff is found to be entitled;
- c. An award of costs, interest and reasonable attorney fees.

2. Equitable Relief

- a. Whatever relief appears appropriate at the time of final judgment.

**COUNT IV – INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
(AGAINST BLM REPRESENTATIVE)**

48. Plaintiff realleges and incorporates by reference the preceding allegations.

49. Defendant BLM's representative's conduct was extreme and outrageous.

50. Defendant BLM's representative's conduct was intentional or reckless.

51. Defendant BLM's representative's conduct caused Plaintiff severe emotional distress.

52. Defendant BLM's representative's conduct caused Plaintiff damages.

WHEREFORE, Plaintiff requests that this Court enter judgment against BLM's representative as follows:

1. Legal Relief

- a. Economic damages, including past and future lost wages and benefits, in whatever amount above \$25,000.00 Plaintiff is found to be entitled;
- b. Noneconomic and exemplary damages in whatever amount above \$25,000.00 Plaintiff is found to be entitled;
- c. An award of costs, interest and reasonable attorney fees.

2. Equitable Relief

- a. Whatever relief appears appropriate at the time of final judgment.

Respectfully submitted,

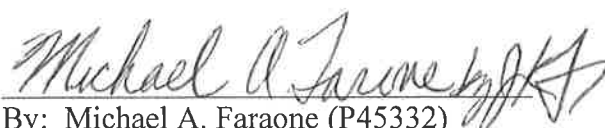
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Attorney for Plaintiff


Dated: February 4, 2021

JURY DEMAND


Plaintiff, through counsel, hereby demands trial by jury in the above captioned matter.

Respectfully submitted,


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Attorney for Plaintiff

Dated: February 4, 2021

INDEPENDENT CONTRACTOR AGREEMENT

Location: Brighton

The following Independent Contractor Agreement "**Contract**" is the understanding between **Rick Beaudin**, "**Independent Contractor**" and RE/MAX Platinum, "**Broker**".

1. **Independent Contractor Status.** It is expressly agreed and understood between the parties that not less than 75% of the annual compensation paid by Broker to Independent Contractor is from commissions from the sale of Real Estate, in accordance with MCL 339.2501(g), as amended. Independent Contractor, in the performance of his/her services under this Contract, is not to be treated or otherwise considered as an employee of the Broker with respect to such services for purposes of regulating hours, type of services by Independent Contractor, for federal tax purposes, for any other tax purposes, or for any other purposes.

It is further agreed and understood between the parties that the Broker will not withhold or pay over on behalf of the Independent Contractor any amounts relating to federal, state and local income taxes, unemployment compensation, workers' compensation or any other employer liability or responsibility. The Independent Contractor agrees and understands that he or she is totally responsible for the timely reporting and payment of all income taxes and other governmental liabilities resulting from the performance of his or her services hereunder, which responsibility is not borne nor shared by the Broker in any manner whatsoever.

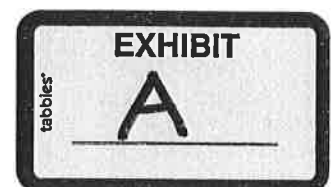
The Independent Contractor cannot bind Broker to any contract. RE/MAX Platinum does not owe the Independent Contractor any compensation until, and only at the time of the actual receipt by Broker of the commission or any portion thereof. No compensation is owed during the time the transaction is pending and awaiting closing.

2. **Termination.** This Contract is for no definite period of time and can be terminated by either party at any time. If the Independent Contractor Agreement is terminated for any reason during the term thereof, then the Independent Contractor commission split on any outstanding commissions will continue to be determined as set forth in Paragraphs 5 & 6 below, until the end date given in Paragraph 3 below. Once the end date is passed, any remaining outstanding commission will be on a 60/40 split. Independent Contractor hereby agrees that they will not contact sellers prior to their termination. In the event Independent Contractor violates this provision Broker reserves the right to retain their listings. In the event Independent Contractor meets with management prior to termination, then Independent Contractor shall have three business days to meet with Sellers and secure unconditional withdrawals. Any Sellers who elect to stay with RE/MAX Platinum may be placed with a RE/MAX Platinum agent of Independent Contractors choosing at a referral to be determined between referring agent and receiving agent in writing. In the event no unconditional withdrawal or written referral is received by the company within three business days of termination then the company shall retain listings without payment to Independent Contractor.

3. **Fiscal Year.** The commission split will be computed on a fiscal year basis. The fiscal year for Independent Contractor will be from:

September 15, 2019 through **September 14, 2020**

4. **Term.** The term of this Contract shall be: 12 Months.



5. Commission Split. The commission division will be calculated on a 60/40 split per unit until the Broker receives \$17,200 (\$13,900 + \$3,300 for Beth) (Contract Amount).

6. A "unit" is a commission from either the list side or the sale side of a transaction. For example, if an Independent Contractor both lists and sells a property, that transaction would count as two (2) units. From the point at which the Contract Amount is received until the end of the fiscal year stated above, the Independent Contractor will receive 100% commission, when collected, with the following exceptions:

A. Lead Agent shall SELECT ONE of the following methods to pay for their Team Members.

In the event the Independent Contractor elects to form a team, each Team Member to the Independent Contractor will cost \$3,300.00 per licensed assistant or agent. Each Team Member will pay their own monthly RE/MAX Fees. \$275.00 will be added to Team Member's Expense Account on a monthly basis, to be paid from future closings. Should Team Member not have closings for a period of 60 days, then Independent Team Member must remit payment to RE/MAX Platinum for outstanding fees. In the event that the Team Member does not remit the fees as required by this paragraph then the unpaid fees shall be added to the Lead Agent's account. The Lead Agent may then have the balance of the \$3,300.00 for that Team Member added to their contract amount or have \$275.00 per month added to their monthly expenses. This paragraph does not apply to Team Agent, Beth Tori.

In the event the Independent Contractor elects to form a team, each Team Member will cost the Independent Contractor \$3,300.00 (licensed assistants or agents). Said \$3,300.00 shall be added to the Independent Contractor's contract amount.

In the event the Independent Contractor elects to form a team, each Team Member will cost the Independent Contractor \$3,300.00 (licensed assistants or agents). Said \$3,300.00 shall be added to the Independent Contractor's monthly expenses billed at the rate of \$275.00 per month.

B. If the Independent Contractor leaves RE/MAX Platinum, Broker retains the right to charge a closing fee not to exceed \$500.00 per transaction.

C. All expenses owed to the Broker will be paid at the end of each month or will be deducted from any commission received. At the end of every month, any unpaid balance will be charged a fee of 1% compounding interest. Upon termination, any expenses owing will be paid in full immediately. Independent Contractor gives his/her personal guarantee on this. Independent Contractor will not be allowed to exceed \$500.00 on account without Management approval.

D. A \$25.00 per unit fee to help defray the cost of E&O Insurance will be deducted from the commission for each closing. The E&O Insurance will be used to defend both Broker and Independent Contractor in the event a lawsuit is filed, however, Independent Contractor is responsible to pay the deductible for said E&O Insurance. Contractor shall be solely and exclusively responsible for any fines, taxes, penalties, interest, costs, expenses, damages, loss or liability, of any kind or nature, arising out of any demands, suits, actions, proceedings or claims (collectively "Claims") relating to or arising out of Contractor's real estate business endeavors on behalf of Broker or Contractor's other conduct or activities even if such Claims are brought or filed after termination or expiration of this Agreement or any Renewal of this Agreement. Contractor agrees to indemnify, defend and hold Broker, Regional and RE/MAX International, Inc., and each of their officers, directors, shareholders, partners, employees and agents, harmless from and against, and to reimburse them for, all fines, taxes, penalties, interest, costs, expenses, damages, loss or liability for which any of them are held liable or which they reasonably incur in connection with any Claims including, without limitation, the full amount of any errors and omissions insurance deductible, actual and consequential damages, reasonable attorneys' fees, court costs, expert witness fees and litigation expenses. Broker reserves the right to select the attorney(s) and the right to settle or defend any Claims in any manner or on any terms Broker, in Broker's sole discretion, deems appropriate. Contractor agrees to cooperate with Broker, Regional and International, in the defense of any Claims and agrees not to settle or compromise any Claims, without prior written consent of Broker.

E. Broker shall continue to charge a \$295.00 Compliance Fee on Listing Contracts and Purchase Agreements. Independent Contractor, at his/her option, may charge any amount greater than \$295.00 and will receive any balance collected over the \$295.00. Broker shall retain \$295.00 per unit notwithstanding the maximums referenced above. The \$295.00 Compliance Fee will be waived on bank owned properties, builders, developers, leases and family transactions where it is uncollectible by the Title Company.

F. Independent Contractors who desire to have unlicensed assistant may have one without an additional charge in the event the assistant uses the Independent Contractor's cubicle or office. In the event Independent Contractor desires the assistant to have a cubicle then the Independent Contractor shall be responsible for a \$100.00 per month fee per cubicle. Any fee paid for an assistant does not count towards the maximum as outlined above.

Unlicensed Assistant(s): _____

G. Agent or Team Leader shall pay 5% of gross commission for all volume produced during their contract year. This 5% fee does not go toward the Contract Amount. This fee will be capped at \$3,000.00 for all Individual Agents. Teams will be capped at \$6,000.00.

H. Commissions from leases shall be processed per Commission Split in item (5) above.

I. Company shall pay all RE/MAX franchise fees with the exception of (G) above, nor shall the company be responsible for the RE/MAX International Annual Dues for any agent active with the Company.

J. **BRIGHTON OFFICE:** In the event Independent Contractor desires to have a private office, then the Independent Contractor shall be responsible for (select one if applicable) _____ a

\$166.66 per month fee for a private office located in the lower level or 2nd story of the Brighton RE/MAX Platinum office building OR _____ \$250.00 per month fee for a private office located on the main level of the Brighton RE/MAX Platinum office building. Any fee paid for a private office does not count towards Contract Amount.

K. **ANN ARBOR OFFICE:** In the event Independent Contractor desires to have a private office then the Independent Contractor shall be responsible for \$250.00 per month fee for a private office located in the Ann Arbor RE/MAX Platinum office building. Any fee paid for a private office does not count towards Contract Amount.

Private Office: _____ Yes _____ No

L. **ALL OFFICES:** In the event Independent Contractor desires to have a VOIP Polycom phone at their home office, the Independent Contractor shall be responsible for a refundable deposit of \$300.00.

Hardware: _____ Yes _____ No

Phone Number: _____ Extension: _____

IN THE EVENT RE/MAX MICHIGAN CHANGES THE FEES CONTEMPLATED IN SECTION 6 THEN RE/MAX PLATINUM RESERVES THE RIGHT TO PASS THE INCREASE ALONG TO THE TEAM MEMBERS AND LEAD AGENTS WHENEVER SAID INCREASE OCCURS.

7. Training. From time to time Broker may require Independent Contractors to be trained or coached for failure to meet minimum sales objectives.

8. Licensed Assistants. In the event that the Independent Contractor contracts with an individual who is licensed to sell real estate in Michigan as an assistant on an Independent Contractor basis or on an employer/employee basis, Independent Contractor agrees to indemnify and/or hold Broker harmless from any and all past, present and future liability which may arise from the use of an assistant.

9. Unlicensed Assistants. Unlicensed assistants are not permitted to act as Realtors® and their functions are limited to clerical tasks. Team Leaders are responsible for the conduct of their unlicensed assistants and hold RE/MAX Platinum harmless for that conduct.

10. Teams and Team Members. In the event Independent Contractor forms/joins a Team, a new Team Member Contract must be executed.

11. Business Goodwill. Independent Contractor agrees to conduct business so as to maintain and increase the good will and reputation of Broker.

12. Information. Independent Contractor shall not, after termination of this Contract, use to his/her advantage, or the advantage of any other person or entity, any information gained for or from the files of Broker.

13. Auto Insurance. Each Independent Contractor must carry adequate automobile insurance to protect not only the Independent Contractor but also the customer or client. In today's legal climate, liability coverage of \$300,000 per person/\$500,000 per accident must be obtained. Any lesser amounts could cause unnecessary exposure of personal assets. Consult carefully with your insurance agent. The agent must name RE/MAX Platinum and RE/MAX International, as an additional insured and provide RE/MAX International with a certificate reflecting that status.

Each agent is reminded that state law requires each person in the front seat of an automobile to wear a seat belt. In addition, state law requires that any child age four or younger must be in an approved car seat when seated in the front seat. To reduce risk, we strongly recommend that you insist that all occupants of your vehicle wear safety belts and that all children age four or younger sit in an approved car seat. You should also note that any infant's car seat, (children approximately one year or younger) should not face forward, but should face the rear of the vehicle.

In cars equipped with passenger side airbags, a car seat should never be installed in the front passenger seat but always installed in the rear(s). In addition, children and small adults should not sit in the front passenger seat. Airbags are known to release with such force that injury or death is possible for children and small adults.

14. Worker's Compensation. Independent Contractor hereby waives any right to Worker's Compensation coverage according to the Michigan Worker's Compensation Act, MCL 418.119, as amended.

15. Dispute Resolution. Any disputes between Independent Contractors will be handled as follows:

A. Independent Contractors will discuss and try to solve their own problem.

B. Independent Contractors will bring the problem to a manager for a decision if they are unable to solve the problem themselves.

C. If the problem cannot be solved between the Independent Contractors nor with a manager, the Independent Contractors may request arbitration. Arbitration will be handled as follows: The Independent Contractors will select 5 salespeople from the 12 members on the Arbitration Committee. A manager will preside at the hearing in a non-voting capacity. Both sides will then present their case and the decision of the arbitrators will be final and binding. Such decision will be reached by a simple majority of the votes of the 5 panelists. The loser of the case will pay \$25.00 to each of the 5 panelists.

16. Commission Minimums. The following minimum commission will be charged in the following categories:

New Homes:	5%
Used Homes:	6%
Residential Vacant Lots:	8%
Commercial	8%

It is also agreed and understood that the minimum commission paid to a Selling Agent, regardless of agency, shall be a minimum of 50% of the above referenced required company commission minimums.

17. Equal Employment Opportunity Policy. It is the policy of RE/MAX Platinum to provide equal employment opportunities without regard to race, color, religion, sex, age, national origin, disability, to all qualified employees and applicants for employment. This policy applies to all areas of employment job assignment, training, promotion, transfer, compensation, discipline and discharge. The company abides by all Federal and State laws regarding employment practices, including, but not limited to the American with Disabilities Act.

18. Termination Procedures. A Sales Associate that terminates his/her association with the Company, either voluntarily or involuntarily should adhere to the following procedures:

A. Have an exit interview with the broker.

B. Review of current listings with company.

C. Review any pending transactions.

D. A salesperson will not use any information received from the files or business of the broker for personal gain.

E. A salesperson must return all equipment, supplies, and keys etc. that belong to the company or were paid for by the company or pay the cost of replacing same.


19. Company Philosophy. The Company philosophy is attached to and becomes a part of this Contract.

Thank you for being a part of our family of real estate professionals.



INDEPENDENT CONTRACTOR:
Rick Beaudin

Date: 9-27-19



RE/MAX PLATINUM MANAGER:
Joseph DeKroub, Jennie Steudle,
Tom Jones, or Chet Hill

Date: 9/30/19

Internet Agreement

The undersigned individual acknowledges that The Michigan Group, Inc. – Livingston D/B/A RE/MAX Platinum, needs to provide Internet access and local resources to employees and independent contractors of RE/MAX Platinum, Select Title Company and Michigan United Mortgage, LLC., hereinafter referred to as the "Group". The Group has realized that certain controls and guidelines must be established to preserve the various software, hardware applications, and network for business purposes.

Guidelines

1. Internet access and local resources are intended for business purposes only.
2. Internet access is intended for the use of the Group only. Children are expressly prohibited from gaining access on Group equipment.
3. Downloading any software or software enhancements such as screensavers, mouse pointers, etc., is prohibited without prior approval from the Group IT Department.
4. All Internet browsing will be periodically screened for appropriate use. Inappropriate use will be investigated and can form the basis for a termination decision.
5. No access to the Internet is permitted on the Group's equipment that does not pass through the Group's firewall for security and virus protection.
6. No disks will be used on Group equipment that have not been virus checked by the Group IT department.
7. No use of another individual's password or access code is allowed.
8. Internet access will not be used to violate the law with threatening, violent, harassing, or obscene material. No trademark or copyright laws will be violated.
9. Internet access will not be used to transmit or display any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive or religiously offensive material.
10. All of these guidelines also apply to the use of the Group's staff e-mail system. The undersigned individual acknowledges that their e-mail can be periodically screened for content and compliance with these guidelines.
11. The undersigned individual's personal items, (including computer), are their responsibility and must be insured by them.
12. Computer Operating Systems on the undersigned individual's computers must be current with security patches and updates.
13. Computer Virus Detection Programs must be on the undersigned individual's computers and must be updated (at a minimum) of once per week.
14. Virus Scans must be performed on the undersigned individual's computers (at a minimum) once per week.
15. The undersigned individual is aware that if they do not comply with above standards, they can be denied access to the Group's over-all network.
16. No games are to be played on the Group's computers.

17. The Group reserves the right to deny access to the Group's network at its discretion (i.e. if suspected virus activity is thought to be coming from the undersigned individual's computer.)

I acknowledge that I have read and understand these guidelines. I understand that the Group has instituted these guidelines as Zero Tolerance guidelines. I understand that violation of these guidelines will result in my termination. I will comply with these guidelines.



Date: 9-27-19

INDEPENDENT CONTRACTOR:
Rick Beaudin

Policy Against Harassment and Discrimination

Any harassment or discrimination by an associate, whether agent, employee or applicant, because of race, color, sex, religion, national origin, age, military status or handicap is clearly prohibited and will not be condoned. Discrimination and harassment are illegal and violate the company's longstanding equal employment opportunity policy. RE/MAX Platinum maintains a strong policy prohibiting any form of harassment or discrimination.

Any agent or employee who has been found to have harassed or discriminated against another agent, employee or customer will be subject to appropriate discipline including discharge from association or employment.

This policy applies equally to any work-related harassment or discrimination by or to both men and women employed by or associated with the company or who deal with the company in our business, and it is not limited to supervisor/employee or manager/agent relations or to conduct occurring on premises or during working hours.

Any agent or employee who believes that he/she is being or has been harassed or discriminated against by another agent or employee should promptly contact management.



INDEPENDENT CONTRACTOR:
Rick Beaudin

Date: _____

9-27-19

RE/MAX, LLC Required Provisions

1. INDEPENDENT CONTRACTOR.

- A. No Relationship with Regional or RE/MAX, LLC. Contractor acknowledges that the independent contractor relationship described in this Agreement is solely between Contractor and Broker and that it is only through Broker and such relationship that Contractor is entitled to participate in the RE/MAX Network. Contractor acknowledges and agrees that no contractual relationship of any kind exists between Contractor and RE/MAX, LLC. Contractor further acknowledges that Contractor is not an employee or an agent of Regional or of RE/MAX, LLC. Contractor agrees never to claim or assert that Contractor is an employee of or an agent of Regional or of RE/MAX, LLC. Contractor further agrees to look solely to Broker for performance of the terms and conditions of this Agreement. Contractor acknowledges that Regional and RE/MAX, LLC are not bound by, or subject to, the terms and conditions of this agreement.

2. CONTRACTOR'S RESPONSIBILITIES.

- A. Authority to Establish Commissions and Required Disclosure. Contractor acknowledges that Broker, like any other real estate brokerage entity, comprises a single competitive unit in the name of which all Real Estate Service Agreements are to be taken. Contractor also acknowledges that Broker has the right to determine the commissions charged on its Real Estate Service Agreements and for the services of its sales force. Consistent with the RE/MAX System, Broker hereby authorizes Contractor to negotiate or to otherwise independently establish the commission to be paid Broker on a transaction-by-transaction basis on all agency relationships, referrals and cooperative sales procured by Contractor, but Broker reserves the right to withdraw this authorization at any time. In the interest of avoiding consumer confusion regarding the commission rates or fees available generally from RE/MAX offices, brokers and agents, Broker may discourage or prohibit the advertising of commission rates or fees by Contractor. Contractor shall not advertise any commission rates or fees without the prior written authority of Broker, with such authority being revocable at any time. In the event that Broker authorizes the advertisement of commission rates or fees, Contractor shall assure that any advertisement of commission rates or fees by Contractor includes as a disclosure, in prominent letters no smaller than one half the font used for displaying the commission rates or fees in such advertising, the following; "Different commission rates, fees and listing and marketing services may be offered by other RE/MAX offices and RE/MAX sales associates in this market area." In addition, it shall be the responsibility of Contractor to make sure that potential clients fully understand the listing and marketing services that will be provided by Contractor in the market area in return for the commission rates or fees advertised. Contractor

agrees to act strictly within the authority granted by this Subparagraph with respect to the establishment and advertising of commission rates or fees.

- B. Adherence to Office Policies and System Quality Standards. Contractor shall strictly observe all office rules, procedures, standards, guidelines, and policies (collectively "*Office policies*") from time-to-time established by Broker for the operation of Broker's RE/MAX office and the conduct of its Sales Associates. Specifically, but without limitation, contractor shall maintain the highest ethical standards on the conduct of Contractor's real estate activities, shall maintain contractor's personal appearance and appearance of Contractor's office or work area in a clean and orderly manner and shall provide dependable, efficient, courteous, high quality professional real estate service to the public in a manner designed to maintain goodwill among the public for the entire RE/MAX System. In addition, Contractor shall abide by all RE/MAX System policies, guidelines and standards ("*System Standards*") pertaining to Sales Associates affiliated with the RE/MAX Network as from time-to-time approved or prescribed by Regional and/or RE/MAX, LLC. Contractor acknowledges that Contractor's agreement to adhere to the Office policies of Broker and the system Standards of Regional and RE/MAX, LLC is a material consideration for the execution of this Agreement by Broker, and that such Office Policies and System Standards have been established for the purpose of preserving the reputation, high standards and goodwill associated with the RE/MAX Marks (as defined in sub paragraph 3.A.). Contractor acknowledges that such System Standards do not govern the specific manner and means by which Contractor conducts Contractor's day-to-day real estate activities as an independent contractor on behalf of Broker. Any breach of this Subparagraph 2.B. will constitute a material breach of this Agreement.
- C. Compliance with Laws and Good Business Practices. Contractor shall abide by all applicable laws, ordinances, and regulations including, without limitation, local state and federal laws and regulations relating to real estate transactions and real estate service businesses. Contractor shall also abide by the rules of ethical conduct established by the National Association of Realtors®. Contractor's advertising and promotion must be completely factual and conform to the highest standards of lawful, ethical advertising. In all dealings with clients, customers, suppliers, public officials, other real estate agents and brokers and the general public, Contractor must adhere to the highest standards of business behavior, honesty, integrity, fair dealing and ethical conduct. Contractor agrees to refrain from any business or advertising practice which may expose Broker to legal action or liability or adversely affect the reputation or image of Broker, Regional, other RE/MAX offices or RE/MAX affiliates, the RE/MAX Network, RE/MAX, LLC or the goodwill associated with the RE/MAX Marks. Any breach of this Subparagraph 2.C. will constitute a material breach of this Agreement.
- D. Hiring of Personal Assistants and Creating Working Relationships. Without authority from and the prior written approval of Broker, Contractor shall not hire, employ, contract with or for, retain the services of, or arrange for any continuing working relationship with, any licensed or unlicensed personal assistant, or any

licensed person, who is not affiliated with Broker nor shall Contractor hold or sponsor the license of any real estate broker or salesperson.

- E. REALTORS® Membership. Contractor shall maintain membership in good standing in the local Association Board of REALTORS® affiliated with the National Association of REALTORS® (“NAR”) having jurisdiction over the market areas served by Broker and shall abide by the Code of Ethics promulgated by NAR and all of the rules and regulations of each local or regional MLS in which the Broker participates.
- F. Identification as Independent Operation. Contractor agrees to indicate in all dealings with clients, customers, suppliers, public officials and others that Contractor is affiliated as an independent contractor with Broker and that Broker’s office is independently owned and operated. Contractor agrees, where appropriate or required by Office Policies or System Standards, to include in all advertising placed by Contractor the statement: “Each RE/MAX office is independently owned and operated.”
- G. RE/MAX Mainstreet Subscription. Contractor agrees to subscribe to RE/MAX Mainstreet which can be accessed through a subscription to any Internet Service Provider. Contractor will be required to sign and abide by a RE/MAX Mainstreet Member Registration and Website User Agreement, which sets forth the terms and conditions relating to use of RE/MAX Mainstreet. Contractor shall not use RE/MAX Mainstreet to send unsolicited bulk electronic messages.

3. RE/MAX MARKS.

- A. Ownership of RE/MAX Marks. Contractor acknowledges that RE/MAX, LLC is the exclusive owner of all right, title and interest in and to RE/MAX, LLC’s registered and unregistered marks, which include, without limitation, the name “RE/MAX” and certain other service marks, trademarks, trade dress and other commercial symbols, including the RE/MAX Balloon and Design, the red-over-white-over-blue horizontal bar design, and such other service marks, trademarks, trade dress and symbols as RE/MAX, LLC may develop, acquire, or license for RE/MAX Affiliates’ use from time to time (collectively the “RE/MAX Marks”). Contractor further acknowledges that the RE/MAX Marks have become widely known throughout the United States and are now famous.
- B. Permitted Uses of RE/MAX Marks on Behalf of Broker. Contractor acknowledges that Broker has the right to use the RE/MAX Marks pursuant to, and solely in accordance with, Broker’s RE/MAX Franchise Agreement with Regional. Contractor understands and agrees that Contractor is not being granted a license, and has no independent right, to use of any of the RE/MAX Marks, but rather that, by virtue of the Limited License embodied in Broker’s Franchise Agreement, Contractor may use the RE/MAX Marks on Broker’s behalf and under Broker’s supervision, when acting in Contractor’s capacity as a real estate sales associate exclusively for Broker. Contractor further understands that all use by Contractor

of the RE/MAX Marks on behalf of Broker inures exclusively to the benefit of RE/MAX, LLC. Contractor agrees to use the RE/MAX Marks only in connection with Broker's office name and address in accordance with all other requirements set forth in the most current edition of RE/MAX, LLC's *RE/MAX Trademark and Graphic standards manual*, as amended from time-to-time, ("*Trademark Manual*").

- C. Prohibited Uses of RE/MAX Marks and Brokers Name. Contractor is not authorized to and shall refrain from using Broker's Name or the RE/MAX Marks: (i) in connection with any business other than the real estate brokerage business or Broker; (ii) in conjunction with the name or photo of any licensed person who is not affiliated as a Sales Associate with Broker; (iii) in the name of any "team" of agents or of any entity, group network or association other than the RE/MAX Network; (iv) in the name of or in connection with activities comprising a RE/MAX office/agent locator service as defined in the Trademark Manual; (v) in the name of or in connection with activities comprising a private referral network as in the Trademark Manual; (vi) in conjunction with any third party service that competes directly with a service offered by Regional or RE/MAX, LLC, to the public, or affiliates of the RE/MAX Network; (vii) in any telephone directory or other directory listing, including without limitation, yellow pages display advertising or any Internet directory listing, that does not comply with the Trademark Manual; (viii) on or in connection with any Internet website that functions for any purpose other than the promotion of the real estate business of Broker or that does not include the office name and address of Broker; (ix) in connection with the offering of real estate related services in market areas that Contractor does not serve personally and directly; (x) in connection with any real estate related services that do not meet the standards of quality and professionalism in Contractor's market area; (xi) in any other manner not approved by Broker or that is not in compliance with, or is prohibited by, the Trademark Manual.
- D. No Uses By or In Support of Third Party's Services or Programs. Contractor is not authorized to and shall refrain from entering into any relationship with, or sponsorship or endorsement arrangement concerning, any third party individual or entry where such relationship results in, involves, or purports to permit, the use or display by such third party or Broker's name, or any of the RE/MAX Marks, or any other name that is associated with Broker's name, in connection with the offering or promotion of such third party's products, services, programs, beliefs or causes.
- E. Ownership and Assignment of RE/MAX Formative Domain Names. Contractor is not authorized and agrees not to register any internet domain name that includes the term "remax" ("*RE/MAX Formative Domain Name*") unless it has been authorized in writing by Broker and is allowed by and strictly compliant with the rules for using the RE/MAX Marks in domain names set forth in the Trademark Manual, as amended from time-to-time. Contractor acknowledges and agrees that the ownership of all RE/MAX Formative Domain Names, as between Broker and Contractor, shall be determined by Broker or the Office Policies of Broker. Contractor agrees not to assign or encumber in any way the ownership or control rights of, or in any interest respecting, any RE/MAX Formative Domain Name that

Contractor owns or controls, to any person or entity other than Broker, Regional, or RE/MAX,LLC. Contractor agrees and acknowledges that Contractor will not have any legitimate interest in registering or owning any RE/MAX Formative Domain Name that does not comply strictly with the rules for using the RE/MAX Marks in domain names set forth in the Trademark Manual or owning any RE/MAX Formative Domain Name after the termination of this Agreement, and that registering or owning any RE/MAX Formative Domain name that that does not comply strictly with those rules, or retaining ownership of any RE/MAX Formative Domain Name after termination of this agreement would be an act of bad faith.

- F. No Other Uses of Broker's Name or RE/MAX Marks Permitted. Except as expressly permitted under this paragraph 3, Contractor will not use Broker's name or the RE/MAX Marks in any manner whatsoever. Under no circumstances is Contractor permitted to authorize any other real estate license holder to use Broker's name or the RE/MAX Marks on business cards or in advertising or promotional materials of any kind or to allow such license Holder to appear in name and/or image with or under the RE/MAX Marks or to otherwise benefit from them or Broker's name.
- G. Material Breaches and Third Party Beneficiaries. Any breach of any Subparagraph of this Paragraph 3 shall constitute a material breach of this Agreement. Contractor acknowledges and agrees that Regional and RE/MAX, LLC are third party beneficiaries of this Paragraph 3 and, accordingly, Regional and/or RE/MAX, LLC may bring an action directly to enforce the provisions of this paragraph.
- H. Indemnification for Costs of Forced Compliance. Contractor agrees to indemnify Broker, Regional and/or RE/MAX, LLC for all costs incurred, including court costs, expert witness fees, consumer survey costs and reasonable attorney fees, by Broker, Regional and/or RE/MAX, LLC to secure full compliance with the provisions of this Paragraph 3.

4. DISPUTE RESOLUTION.

- A. Reporting of Problems and Complaints. Contractor shall promptly report to Broker or Broker's broker of record, office manager or other person designated by Broker, all problems, complaints and other circumstances, related to Contractor's conduct, activities or services which may lead to claims, disputes or controversies. Any failure by Contractor to report promptly such problems, complaints or other circumstances, or to cooperate fully with Broker in accordance with this Paragraph 4, shall be grounds for immediate termination of this Agreement by Broker for cause.

5. TERMINATION.

- A. By Broker for Cause. If Contactor commits a material breach of this Agreement, Broker may terminate this Agreement immediately and without prior notice and pursue any and all remedies for the material breach that are available to Broker at law or in equity.

6. DE-IDENTIFICATION.

Following termination or expiration of this agreement without Renewal or of Contractor's affiliation with the RE/MAX Network upon any other event, Contractor shall be free to continue Contractor's real estate business with competing real estate operations or to establish Contactor's own brokerage operation or other business alone or in concert with others. However, Contractor acknowledges the exclusive rights of RE/MAX, LLC to its real estate system, its method of operation and its distinguishing characteristics, including but not limited to the RE/MAX Marks, slogans, advertising copy, copyrighted materials and other distinguishing characteristics now or hereafter adopted, displayed, used, existing as part of or becoming a part of the RE/MAX System, and RE/MAX, LLC's compelling business interest in protecting the exclusivity of same to members of the RE/MAX Network.

- A. Proprietary Materials. Contractor acknowledges that the sales plans, programs, manuals, rosters, forms, contracts, agreements, brochures and other training, listing and sales materials provided hereunder by, and the information gained from, the files or business of Broker, Regional or RE/MAX, LLC irrespective of the origin or ultimate source (collectively, the "Proprietary Materials"), are and shall remain the exclusive property of their source, be it Broker, Regional and/or RE/MAX, LLC. Upon termination or expiration of this Agreement, without Renewal, Contractor shall promptly return to Broker the original and all copies of the Proprietary Materials in Contractor's possession and shall not, after such termination or expiration use, copy, or reproduce any aspect of the Proprietary Materials for any reason, or permit, suffer or tolerate the use of the Proprietary Materials for Contractor's own advantage or the advantage of others.
- B. RE/MAX Marks and Related Identifiers. Following termination or expiration of this Agreement without Renewal or of Contractor's affiliation with the RE/MAX Network upon any other event, in connection with any business thereafter carried on by Contractor, Contractor will:
- (1) immediately and clearly distinguish Contractor's business from RE/MAX and the RE/MAX System so as to avoid any possibility of confusion to the public, and not directly or indirectly at any time identify or hold Contractor out as being or as having been affiliated with Broker, Regional, RE/MAX, LLC or the RE/MAX Network;

(2) immediately erase or obliterate from your letterhead, stationery, printed matter, advertising, web sites and web pages (including without limitation, in visual content, hyperlinks, source code, meta tags, or third-party directory listings), or other materials the RE/MAX Marks and all words and designations indicating that you are or were associated or affiliated with Broker, Regional, or RE/MAX, LLC or the RE/MAX Network;

(3) promptly assign all of the telephone numbers promoted in connection with Contractor's use of the RE/MAX marks to broker, or upon their request Regional or RE/MAX, LLC, and immediately instruct the telephone company in writing to redirect all calls to such numbers in accordance with Broker's, Regional's or RE/MAX, LLC's directions. Contractor hereby directs each such telephone company or directory listing agency to accept Contractor's signature on this Agreement as Contractor's signed authorization and direction to them to assign numbers and re-direct calls as described above, and to discontinue as soon as practicable any and all on-line or printed phone directory advertising or listings that refer to Contractor in connection with the RE/MAX marks;

(4) immediately assign and transfer all of the RE/MAX Formative Domain Names owned, held or controlled by Contractor, to Broker, or upon their request Regional or RE/MAX, LLC, or take such actions regarding such domain name(s) as Regional or RE/MAX, LLC may direct. In connection therewith, Contractor agrees, at Contractor's own expense, promptly to execute and deliver all necessary documents and take any action reasonably requested by Broker, Regional, or RE/MAX, LLC necessary to effect the assignment and transfer of all such domain names, including compliance with any procedure for the transfer of domains names established by the domain name registrar.

(5) immediately take any action that may be required to cancel, or at Regional or RE/MAX, LLC's request transfer to them or their designee, all pseudonyms, logins, or identifiers (including but not limited to vanity license plates, user names, instant messaging or social networking screen names or user names, or e-mail addresses) that contain any reference to any RE/MAX Marks;

(6) not adopt, use or imitate, in any manner or for any purpose, the RE/MAX Marks or any name, trademark, service mark, sign design, logo, advertisement, representation, or business activity that may mislead others in the real estate business and/or the public to believe Contractor is still a part of, affiliated with, or sponsored in any way by the RE/MAX Network, including without limitation:

- (i) The RE/MAX red-over-white-over-blue trade dress, any "for sale" sign, trade dress or identity scheme comprised of lateral elements in

red and blue separated by a white element, or a design comprised of a three horizontal bar design, or any other trade dress that on review is deemed by RE/MAX, LLC to be confusingly similar to the RE/MAX trade dress,

- (ii) The terms "RE/MAX", "REMAX" or "MAX" or any other term that begins with the prefix "RE" or ends in the suffix "MAX" or any other term that on review is deemed by RE/MAX, LLC to create a possibility of confusion or question regarding Contractor's affiliation with or sponsorship or endorsement by Broker, Regional, RE/MAX, LLC or the RE/MAX Network.
- (iii) A hot air balloon or a hot air balloon symbol, and
- (iv) The term "Above the Crowd" or any other phrase beginning with "Above" or ending with "Crowd".

(7) refrain from referring in any form of advertising or promotion to designations, certifications, awards or recognition that Regional, RE/MAX, LLC or any of their related or affiliated companies may have granted to Contractor at any time during Contractor's affiliation with the Re/MAX Network.

Contractor hereby appoints Broker, Regional, or RE/MAX, LLC as Contractor's agent and Attorney-in-fact to act for and on Contractor's behalf to take any of the actions referred to in Subparagraphs 6 B.(3), (4) and (5) with the same legal force and effect as if taken by Contractor.

- C. Applicability of Prohibitions. The prohibitions upon termination or expiration of this Agreement as set forth in Subparagraphs, shall not affect the rights and privileges, which may be conferred upon Contractor by any contract establishing an affiliation with another RE/MAX franchisee subsequent to such termination or expiration.
- D. Enforcement; Injunctive Relief; Attorneys' Fees. Contractor hereby acknowledges and agrees that it would be difficult to measure the economic loss that would occur as a result of the breach of any of the provisions of this agreement, and that such a breach would cause immediate and irreparable harm for which there would be no adequate remedy at law. Contractor further acknowledges and agrees that any of the foregoing provisions may be enforced by injunction and/or restraining order. Further Contractor acknowledges and agrees that RE/MAX, LLC, as the owner of federal and state registrations for and common law rights in the RE/MAX Marks, shall have a direct right to enforce any of the provisions contained in this agreement through appropriate legal proceedings. Contractor agrees that Broker may transfer to Regional and/or RE/MAX, LLC the right to pursue, in Broker's, Regional's and/or RE/MAX, LLC's name, any claim (including without limitation a breach of contract claim) against Contractor for breach of any term or

condition contained in this agreement and Contractor further agrees not to contest any such transfer in any legal proceeding. If Broker, Regional and/or RE/MAX, LLC, is required to retain an attorney to enforce any of the provisions of this agreement or to institute legal proceedings incident to such enforcement, Contractor shall pay, in addition to all other sums for which Contractor may be found liable, reasonable attorneys' fees, court costs and litigation expenses incurred by Broker, Regional and/or RE/MAX, LLC.

- E. Third Party Beneficiaries. Regional and Re/MAX, LLC shall be deemed third party beneficiaries of the acknowledgements, agreements and provisions of this agreement Including, without limitation, for purposes or protection of the RE/MAX System, the Proprietary Materials, and the RE/MAX Marks.



INDEPENDENT CONTRACTOR:
Rick Beaudin

Date: 9-27-19

Our Company objective is to give our clients excellent service above and beyond our client's expectations.

COMPANY PHILOSOPHY

We at RE/MAX Platinum view our clients as our employers. In order to be hired, we present a planned marketing system to clients and pledge to do everything in our power to live up to its terms. We will follow up before, during and after the sale to be sure they receive the quality service they have been promised.

RE/MAX Platinum expects our REALTORS® and staff to make a total commitment to the *Company's Objective*. We expect our clients to be treated as our employers. We trust our team to present themselves in a professional manner. If you look the part, act the part, you'll be the part.

As Management, we believe in good communication and are dedicated to doing things the right way. By doing so, we produce a synergistic team that creates the Highest Value and Best Possible Results for YOU!

The Golden Rule: Treat others as *you* would like to be treated.

The Platinum Rule: Treat others as *they* would like to be treated.

The Buyer Rule: Before you can work with a buyer you must ask the question: "Are you working with a RE/MAX Platinum agent?" If they are, you must resolve it with the other agent prior to working with the buyer. If you are unable to resolve the situation with the other agent, the problem must be brought to management.

We invest in our agents by providing the best value for their money, so they can provide the best value for their clients.

Outstanding Agents. Outstanding Results.



Official Procedure for Intra-Office Arbitration Hearings

In the event that any two or more Re/Max Platinum agents have a disagreement regarding commissions, commission splits, or who is to represent a Client or Customer, the following steps must be followed in precise order, however, in no event shall a dispute of this kind be raised more than 30 days after closing or discovery of the dispute whichever occurs later. Notice of a claim must be submitted to management in writing.

STEP ONE:

The agents are to attempt to resolve the dispute equitably among them. If this step does not produce agreement between the agents then proceed to Step Two.

STEP TWO:

The agents involved bring the dispute to the Office Manager who will attempt to mediate the dispute. If this step does not produce agreement between the parties involved, then either party may invoke Step Three or agree in writing that management will settle the dispute. Management reserves the right to hold disputed commissions until the matter is resolved.

STEP THREE:

The aggrieved party may demand an Arbitration Hearing of his or her peers regarding said dispute. The findings of the Arbitration Panel are binding and compulsory upon all parties to the Arbitration Hearing.

The following procedure will apply:

- A. The Official Procedure for Intra-Office Arbitration will be provided to both parties.
- B. The aggrieved party (Complainant) will submit to the Manager a typewritten copy of the complaint. The Complaint may include exhibits and statements in affidavit form from witnesses. The Manager will give a copy of the current roster of agents to the Complainant, telling that agent to clearly mark any agents that are not acceptable to the Complainant as arbitrators. Now, the Complainant must give to the Manager, a check or cash in the amount of **\$125.00 Dollars** made payable to Re/Max Platinum. This will cover the expense of the hearing. The Manager will then give a copy of the complaint to the Respondent along with a copy of the current roster of agents with the same instruction to clearly mark any agents that are not acceptable to act as arbitrators in the dispute. The Respondent then has five (5) business days to respond to such complaint in a typewritten response. The response may include exhibits and statements in affidavit form from witnesses. The parties involved sign complaint and response. **IMPORTANT:** Both parties understand and agree to the following:
 1. They must not discuss the disputed matter with any other person involved with Re/Max Platinum, under penalty of dismissal, and
 2. They are advised that at the time of the hearing neither party can submit new evidence, or any other opinion, not stated in the written complaint and/or response. No witnesses will be permitted.

- C. The Manager will select 5 acceptable agents by looking at the marked rosters and picking 5 agents from those not selected by either party to make a panel of five (5). Those five (5) panelists selected are then notified and a time and date are set for the hearing. The time and date for the hearing is set by the Arbitrators. When the hearing is scheduled, the Arbitration Panel will meet at the hearing site 30-45 minutes ahead of the scheduled hearing time and immediately select an Arbitration Chairperson.
- D. The Manager then has six (6) copies of the complaint and response made up (original and five (5) photo copies). At the appointed time, date and place, the Manager meets with the five (5) Arbitration Panelists and gives them the following Hearing instructions:
1. The Article or Articles of the REALTORS® Code of Ethics involved, if any, are read to the Panel verbatim.
 2. One copy of the complaint and one copy of the response are given to each Panelist to read.
 3. They are told that they can ask questions of the Chairperson and Manager regarding the procedure, but they are told that they may not discuss any aspect of the case among themselves (no Panelist may attempt to influence the judgment of another).
- E. At the official time, date and place of the Hearing, the Chairperson will usher both parties into the room with the Panelists. The Chairperson will act as moderator.
1. Chairperson has both parties sign the irrevocable and binding Arbitration Agreement immediately before commencing the Hearing.
 2. Complainant is instructed to give his or her oral version of the complaint (30 minute maximum).
 3. Respondent has 30 minutes to give his or her oral response to the complaint.
 4. At the end of oral testimony, Chairperson directs the Panel to question Complainant only one (1) Panelist at a time. Chairperson will determine relevancy of any question.
 5. Chairperson then directs Panel to ask questions of the Respondent, one Panelist at a time.
 6. Neither party may interrupt the oral testimony nor any responses made by the other party.
 7. Upon completion of all questions by the Panelists, both parties are excused.
 8. Just prior to dismissal of the parties, Manager will again state to the parties and all five (5) Panelists, that any discussion of these proceedings and the final verdict with any other agents or employees of Re/Max Platinum, will be grounds for immediate dismissal.
 9. After dismissal of the parties Chairperson will moderate a 15 minute discussion between the panelists surrounding the issues of the case.
 10. Arbitrators may split the disputed commission in any manner and may also divide who is responsible for the \$125.00 arbitration fee.
- F. After the 15 minute discussion of the case or the pleadings, the Chairperson conducts a vote to determine the award and prevailing party. As many votes as necessary to reach a decision are conducted. Then the decision of the majority is put in writing and given to the manager signed by those arbitrators in favor of the decision. As much as possible the Chairperson should attempt to arrive at a consensus and only use a majority if after one hour it is clear that no consensus can be reached. Any ballots used shall be collected by the Chairperson and destroyed.
- G. Before dismissing the Arbitration Panel and thanking them, the Manager recovers all copies of the pleadings and destroys all but one set.
- H. The one remaining set of pleadings, the binding Arbitration Agreement statement, and a copy of the verdict letter are then placed into a file which is stapled closed by the Manager and permanently filed away, never to be reopened without specific orders from the Company Ownership or Court Order.

I. With regards to the \$125.00 Dollars posted by the Complainant:

1. Should Complainant prevail, the Office Manager will order the Respondent in writing, to immediately reimburse the Complainant.
2. Should Respondent prevail the Complainant has already paid the \$125.00 Dollars and loses it.
3. The \$125.00 Dollars is now paid in five equal parts of \$25.00 Dollars to each Panelist for time spent.
4. In the event the Respondent does not promptly pay the \$125.00 then the Company may add it to the Respondent's expense account and collect it from the next available commission.
5. In the event the fee is split then the Company shall pay whatever portion is the Complainant's portion to the panel and charge the Respondent the difference to be collected as outlined above. The unused portion of the fee paid by the Complainant shall be refunded to the Complainant.



INDEPENDENT CONTRACTOR:
Rick Beaudin

Date: 9-27-19

AGENT INFORMATION

First Name: _____ M. Initial: _____

Last Name: _____

Nickname: _____

Spouse Name: _____

OR Significant Other Name: _____

Home Address: _____

City: _____

State: _____

Zip: _____

E-Mail Address: _____

Website: _____

Birth Date: ____ / ____ / ____

Home phone: _____ ~ _____ ~ _____

Cell Phone: _____ ~ _____ ~ _____

Work Phone: _____ ~ _____ ~ _____

State License #: (Complete one)

Salesperson 6501 ~ _____

Assoc. Broker 6502 ~ _____

Same

EMERGENCY CONTACT INFORMATION

Last Name: _____

First Name: _____

Relationship: _____

Phone: _____ ~ _____ ~ _____

Medical information that might be important:

AGENT BOARD/MLS CONFIRMATION

I hereby verify that I belong to the following Board of Realtors:

- AAABOR – Ann Arbor Area Board of Realtors
- ECAR – East Central Association of Realtors
- GMAR – Greater Michigan Association of Realtors
- LCAR – Livingston County Association of Realtors
- NOCBOR – North Oakland County Board of Realtors
- Other: _____ (Name)

I hereby verify that I belong to the following MLS:

- Realcomp
- Rapattoni
- Paragon
- Other: _____ (Name)

I acknowledge that it is my responsibility to notify Pam Shearer (pam@remaxplatinum.com) immediately if I choose to transfer my membership for either the Board of Realtors or MLS.

ABT
Agent

9-27-2019