

**Pacific Bay Estates, Inc.**

**Addendum to Independent Contractor Agreement (CAR Form ICA Revised 04/09)**

**Exhibit A (As indicated in ICA 8A)**

From the total commission received the following administrative deductions shall be made prior to commission split:

- \$75.00 Errors and Omissions Insurance (Cap of \$750 Annual)

From remaining balance Pacific Bay Estates, Inc., shall receive 20% (Cap at \$20k annual, \$495 flat fee after. Restarts annually January 1, unless specified here \_\_\_\_\_).

**Exhibit B (As indicated in ICA 8B)**

Sales Agent as indicated in the ICA Contract between Pacific Bay Estates, Inc.,  
and \_\_\_\_\_ shall receive 80% after administrative deductions.

**EXCEPTIONS:**

1. **BROKER LISTED PROPERTIES:** When selling a Broker (Tezra Rogers) listing, you are not subject to any split. The split being offered on the MLS to a cooperating broker, shall be your commission in its entirety. The E&O shall be split 37.50 each side. You are subject to the Transaction Coordination fee of \$400 which may be paid by yourself or your client or any combination thereof.
2. **IN-HOUSE SALES:** If you sell a home listed by one of your fellow Pacific Bay Agents, the commission shall be split 10/10. Each agent is only subject to a 10% broker split. The E&O shall be split 50/50.
3. **PAC BAY HEROES:** If you sell a property under the Pac Bay Heroes program, the broker will reduce the split to 10% to afford the agent room to offer 20% to the client. Ultimately the agent split will receive 70%. NO E&O shall be charged on Pac Bay Hero files.

**Assignment of Listing Content**

- a. Broker and Sales Licensee intend that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and all other copyrightable elements submitted by Sales Licensee to Broker at any time with respect to a real estate listing (the "Listing Content") shall be the property of Broker and a contribution to a collective work consisting of Listing Content of all Broker's sales licensees. Accordingly, to the extent permitted under applicable law, all Listing Content shall be considered a Work Made for

Hire (as such term is defined under the Copyright Act, 17 U.S.C. Section 101 and following, as amended) (a "Work Made for Hire") by Sales Licensee for Broker, and as such, shall be exclusively developed for the benefit of and owned by Broker. Broker shall exclusively own all copyrights and all other intellectual property rights in the Listing Content.

- b. To the extent that it is determined that any of the Listing Content does not qualify as a Work Made for Hire, Sales Licensee agrees to assign and transfer and does hereby irrevocably assign and transfer to Broker any and all right, title, and interest, including all copyright rights and other intellectual property rights, and all actions and causes of action related to the foregoing, and all damages, profits, and other recoveries related thereto, which Sales Licensee may have or acquire in and to any and all Listing Content. Such rights, title, and interest shall be deemed assigned as of the moment of creation without the necessity of any further action on the part of either party. Sales Licensee represents and warrants to Broker with respect to the Listing Content for each of Sales Licensee's listings that (i) each element of the Listing Content is an original work of authorship of Sales Licensee, or has been assigned to Sales Licensee, and (ii) the Listing Content and this assignment of rights to Broker do not violate or infringe upon the rights, including any copyright rights, of any person or entity.
- c. Sales Licensee agrees to take all action and execute and deliver to Broker all documents requested by Broker in connection with the transfer and assignment of rights in and to the Listing Content to Broker, and any copyright application for and registration of the Listing Content.
- d. If the foregoing assignment is determined to be unenforceable for any reason, Sales Licensee hereby grants to Broker an exclusive, non-revocable, worldwide, royalty-free copyright license to sublicense through multiple tiers, publish, display, reproduce, create derivative works of, and distribute the Listing Content or any derivative works thereof.
- e. Sales Licensee shall indemnify Broker against all damages, costs, and liabilities, including reasonable attorney fees, arising from any claim that the Listing Content or any portion of the Listing Content infringes the rights of any third party. SALES LICENSEE ACKNOWLEDGES THAT THE FOREGOING SENTENCE MEANS THAT SALES LICENSEE MUST OBTAIN ASSIGNMENTS FROM THE AUTHORS OF ANY PORTIONS OF THE LISTING CONTENT, INCLUDING SELLERS, AS NECESSARY FOR SALES LICENSEE TO ASSIGN THE LISTING CONTENT TO BROKER AND TO OTHERWISE MAKE FULL USE OF THE LISTING CONTENT UNDER THIS AGREEMENT; IF SALES LICENSEE FAILS TO DO SO, SALES LICENSEE WILL ASSUME AND REIMBURSE BROKER FOR THE COST OF DEFENDING BROKER AGAINST INFRINGEMENT CLAIMS AND PAYING DAMAGES ON ANY SUCH CLAIMS.

### **License Grant to Sales Licensee**

Broker hereby grants to Sales Licensee a limited, non-exclusive, and personal license to use Listing Content only for purposes and as expressly allowed under Sales Licensee's certification or licensure, the Rules and Regulations, and any applicable License Agreement. Sales Licensee agrees to take all

reasonable steps to protect the MLS Database and Listing Content from unauthorized access, copying or use.

**Assignment of Listing Content to New Broker**

[Note: The New Broker will need to enter into a new listing agreement, in addition to Broker assigning his/her rights to the Transferred Listings.]

In the event Sales Licensee terminates his/her relationship with Broker as a sales licensee, and Broker agrees that Sales Licensee may assign the listing agreements originated by Sales Licensee the (“Transferred Listings”) to Sales Licensee’s new broker (“New Broker”), Broker agrees to assign, and hereby irrevocably assigns and transfers to New Broker any and all copyright rights and other intellectual property rights, and all actions and causes of action related to the Listing Content for the Transferred Listings, without any warranty or representations as to the rights or privileges the Broker may have, and all damages, profits, and other recoveries related thereto, which Broker may have or acquire in and to any and all such Listing Content. Broker acknowledges that New Broker is a third party beneficiary of such assignment, and agrees to take all action reasonably requested by Sales Licensee or New Broker, at Sales Licensee’s and New Broker’s expense, to effect the assignment of such Listing Content.

SALES AGENT:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

DESIGNATED OFFICER/MANAGER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date