



## Realtor® (Agents & Brokers and Brokerages) Appointment Form

**Fax To: 703-832-8685**

*(Private and Confidential Digital Fax to the NISS Foundation, Inc – never shared with any 3<sup>rd</sup> party)*

Personal & Confidential Information		**ALL Information is Required** Print Legibly	Date Completed
Name (first, middle, last)		Date of Birth	Social Security Number
Home Address (include apt. or unit #)		City, State, Zip	
Home Phone Number (       )		EMAIL Address (primary):	
Business/Employer		Corporate Title	
Business Address (MUST have physical address – NO PO Box Addresses)		City, State, Zip	
Business Phone Number (       )	Business Fax Number (       )	Cell Phone Number (       )	



## NISS™ AUTHORIZED REAL ESTATE PROFESSIONAL AGREEMENT

This Agreement is between \_\_\_\_\_ (referred to as “you,” “your,” and “Agent”) and The NISS Foundation, Inc. (referred to as “we,” “our,” “us” and “NISS™”). List any affiliated or owned company: \_\_\_\_\_  
 FEIN# \_\_\_\_\_ - \_\_\_\_\_

### I. RELATIONSHIP

1. Your relationship with NISS™ is as an independent contractor and not as an employee.
2. You are free to exercise your own judgment in determining when, how and to whom you refer to The NISS™.
3. You agree to NEVER compete with NISS™ or convey any learned operational information to those that may attempt such.
4. You agree to only utilize the NISS™ brand with permission and license of NISS™ as authorized.

### II. DUTIES

We authorize you to:

1. Solicit and submit referral business for participants/ annuitants for participation in NISS™ programs. This means that NISS™ will handle ALL **NISS Asset Exchange®/Charitable Installment Bargain Sale® advising details.**
2. NISS™ shall ALWAYS pay the initial premium by way of assignment for any policy sold. NISS™ shall serve as the OWNER of each application made.
3. NISS™ shall ALWAYS deliver all monies received/ collected for NISS™ participants/ annuitants to the financial institution to secure and protect us, the NISS Foundation, Inc., the fiduciary responsible to hold and distribute all such money until delivery thereof.
4. Make such reports and complete such training as we deem necessary for efficient understanding of NISS Asset Exchange®/Charitable Installment Bargain Sale® through NISS™ and full compliance with laws, regulations and our policies and procedures of the appointed state(s) of record.

### III. LIMITS ON AUTHORITY

You DO NOT have the authority to and you SHALL NOT:

1. Interfere with any person’s business relationship with NISS™.
2. Incur any debts or liabilities against us, in our name, or on our behalf.
3. Represent that you are an employee, a joint venturer of NISS™ other than use of the term “NISS Pro™”.
4. Accept risks, make contracts, or bind NISS™ in any way.
5. Promise reinstatement of any policy, coverage, or investment or promise matters allowable only by the administrators of NISS™.
6. Allow extra time to fund an investment, make payments, or communicate with the insurance carrier FOR ANY REASON without NISS™ knowledge. NISS™ shall ALWAYS have primary communication duties with the insurance carrier or financial institution used.
7. Give legal advisement – this is done by NISS™ legal counsel directly to the client when properly retained to do so.
8. Give annuitants, applicants, or insureds credit in any way or in any way make them feel as they are the policy owner.
9. Start legal actions in our name.
10. Communicate with NISS Asset Exchange®/Charitable Installment Bargain Sale® participants without including us in said communication.
11. Use any sales aids, brands, or advertising materials, other than those we supply or authorize to be allowable, without our express written approval. **Initial:** \_\_\_\_\_
12. Personally pay any party (rebate) for their participation in NISS™.
13. Collect any monies unless we so authorize it. The reason for this is to insure any funds collected are executed correctly.



14. Endorse any negotiable instrument intended for or made payable to NISS™.
15. Compete with NISS™ by way of the creation of your own *NISS Asset Exchange®/Charitable Installment Bargain Sale®* by Foundation, or any adjoined effort to do so whether direct or indirect. This includes use of copyrighted NISS™ marketing materials, sales aids or presentation materials to include legal offers and illustrations from NISS™.
16. Divulge any learned proprietary or protected or operational details of information of NISS™.
17. In any way defame NISS™ or NISS™ employees or those that represent such.
18. Impede our ability to service our clients once they become participants to NISS™.
19. In any way make claim that NISS™ participants are deemed your exclusive clients. NISS™ participants are the property of NISS™ and it is NISS™ that becomes your client as NISS™ is the buyer of any placed funds.

#### IV. TERRITORY

You do not have an exclusive territory nor may claim such. However, we will do our best to protect alliance and planner relationships that are established by NISS Pros™ to assure they are properly given the credit they deserve.

#### V. COMPENSATION

1. For your referral services to us, **you will receive a 25% increase in commission** for each client referred to us once transaction been completed/settled, which does conform to RESPA guidelines.
2. We reserve the right to can change the increase percentage at any time. Changes or replacements will not affect business applied for or sold prior to the effective date of the change or replacement.

#### VI. GENERAL PROVISIONS

1. *Personal Liability.* You agree to indemnify us and hold us harmless from all losses, expenses, costs or damages we incur resulting from your acts or omissions and those of any agents you may manage. **YOU WILL NOT DIRECTLY ADVISE** to *NISS Asset Exchange®/Charitable Installment Bargain Sale®* activities and leave such advisement to NISS™ and NISS™ legal counsel.
2. *Expenses.* You agree to be solely responsible for all your expenses and those of any sub-agents you may manage.
  - This includes mailing and courier costs surrounding the delivery of client correspondence and proposals.
3. *Loans.* NISS™ does not make loans for any reason at any time to appointed agents.
4. *Indebtedness.* Any amount you owe is a first lien on any amounts payable to you under this Agreement until your debt to us is fully paid. This may apply for any NISS™ marketing collaterals, etc.
8. *Waiver.* Our failure to strictly enforce any provision of this Agreement will not be interpreted as a waiver of such provision.
9. *Modification.* Any change to any part of this Agreement must be in writing and approved and signed by our President.
10. *Assurity of Property.* You agree to return all of our property upon demand or at this Agreement's termination. "Our Property" includes, without limitation, all manuals, supplies, applications, audio-visual materials, computer hardware and software and advertising and sales materials supplied by us and not owned by you.
11. *Assignment.* You cannot assign this Agreement or compensation payable hereunder unless we agree in writing in advance.
12. *Endorsement by Company.* You agree that we may, and you authorize us to, endorse and deposit to our account any negotiable instrument made payable to you in payment of any outstanding debt, should a debt be owed.
13. *Governing Law.* This Agreement is subject to and is to be enforced and interpreted according to North Carolina law. All questions regarding this Agreement shall be determined in North Carolina as NISS™ (The NISS Foundation, Inc.) is a North Carolina, non-profit organization and recognized federally as a public foundation/charity under 501(c) (3).

**Initial:** \_\_\_\_\_



14. *No Change of Marketing Materials.* You agree to NEVER reproduce or attempt to amend, change or otherwise distort NISS™ marketing or training materials to you or those for distribution to the general public.
15. *Planning Responsibility.* We agree to take on the full planning responsibility with NISS™ adjoined legal counsel so to assure the client they have a single point of authority and responsibility.
16. *Proposal Requests.* NISS™ will not process any Proposal Requests submitted by You until the Appointment form(s) have been received by us and processed.

**VII. TERMINATION**

This Agreement may be terminated:

1. *By Notice.* You or we can terminate this Agreement by giving written notice to the other party.
2. *Upon Your Death.*
3. *For Cause.* We may terminate this Agreement immediately and without prior notice for any reason so long as done in writing.
4. Upon termination, it is agreed that your non-compete shall remain for a duration of 36 months from the issued termination date.

This Agreement supersedes any and all previous Agreements that may have been made between you and us and is the entire Agreement between you and us.

**ACCEPTED:**

By: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Signature of Intended NISS Pro® (Realtor®)

REFERRED BY: \_\_\_\_\_

**AUTHORIZED:**

By: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Authorized Representative  
 for: The NISS Foundation, Inc. (NISS™)

This Agreement is effective \_\_\_\_/\_\_\_\_/\_\_\_\_ (certified date entered by NISS™ home office ONLY)

**National NISS Pro® #** \_\_\_\_\_  
 (Issued & Provided by NISS™)