



## **KW MAPS Coaching 1x1 Program Benefits, Terms & Conditions (this “Agreement”)**

This Agreement is a legal agreement between you and Keller Williams Realty, LLC (“us” or “KWRI”) governing your enrollment in the MAPS Coaching Program (as described below) selected by you during the signup process. Please read this Agreement carefully. “You,” “your,” and “Client” mean the individual executing this Agreement.

### **Agent / Leadership / Performance Mastery Program - \$1,000 USD per month includes:**

- 42 one-on-one Calls per year (plus Holiday Group Calls)
- Receives Event & Mastery Privileges

### **Agent / Leadership / Performance / Executive / Senior Mastery Program - \$1,500 - \$3,000 USD per month includes:**

- 42 one-on-one Calls per year (plus Holiday Group Calls)
- Receives Event & Mastery Privileges

### **Franchise Fee Mastery Program - \$500 USD per month includes:**

- Franchise Fee Coaching for OP or TL of Market Center
- 42 one-on-one Calls per year (plus Holiday Group Calls)
- First \$6,000 will be paid via Franchise Prepaid funds, Market Center responsible for remaining fees via ACH (unless Credit Card is put on file)

### **Agent / Productivity Coach / Performance Breakthrough Program - \$450 USD per month includes:**

- 2 - 30 minute 1 x 1 calls per month
- Events and privileges are not included in this program and events must be purchased separately to attend

### **Productivity Coach Group Program - \$500 USD per month includes:**

- One 1 x 1 call per month, three group calls per month (4 PC’s per Group Call)
- Events and privileges are not included in this program and events must be purchased

separately to attend

**Term:** Client's coaching commitment will begin on the 1st day of the start month indicated upon signup and continue until terminated in accordance with the terms of this Agreement. This Agreement will automatically renew monthly unless Client provides written notification of termination to maps@kw.com at least sixty (60) days in advance of the monthly billing date (prior to the 1st of each month). If written notice of termination is not received by us prior to the 1st of the month, this Agreement will renew for the subsequent calendar month and a refund will not be given for this month and the termination will be processed as if given ahead of the following monthly billing date. Keller Williams Realty, LLC may terminate this Agreement at any time upon providing written notice to the Client.

**Program Hold:**

Agent / Performance Agent Program Holds: Client may decide to place their MAPS Program on hold for two (2) calendar months within a twelve (12) month period.

Leadership / Performance Leadership Program Holds: Market Centers may decide to place a MAPS Leadership program on hold for up to six (6) months within a twelve (12) month period. During the hold, the Market Center may reactivate the program at any time. After six (6) months of the program being on hold, MAPS will contact Market Center Leadership to determine how to move forward with the program. Effective March 1st, 2022, MAPS Coaching will no longer charge a Program Hold Fee.

Mastery Program Holds: Clients may decide to place their MAPS Mastery Program on hold for three (3) calendar months with an Active 30-60-90 Coaching Program. Effective February 1st, 2024, MAPS Coaching will allow these programs on hold to continue with all Mastery privileges while the 30-60-90 Program is Active. At the conclusion of the three (3) calendar months, the Client's MAPS Mastery Program will automatically resume.

**Missed Calls:** It is Client's responsibility to notify their assigned MAPS coach ("Coach") of any calls Client will miss at least two (2) days prior to the day of the call and to work with their Coach to reschedule that call. If Client fails to timely notify their Coach, the missed call will count towards the total calls Client is entitled to in a calendar month as determined by the MAPS Coaching Program Client is enrolled in.

**Event Registrations:** In order to secure your complimentary registrations\*, Mastery Clients must register for the following events at least thirty (30) days before the event date to guarantee a registration each year.

Applicable events for Mastery Agent Clients

- One of the below (but not both)

- Mega Camp
- KW Commercial Summit
- Family Reunion

Applicable events for Mastery Leadership Clients

- Mega Camp
- Family Reunion

*\*You will only receive complimentary registration for Events listed above based on the Mastery Client Program you have signed up for as laid out above.*

Event Registration Guidelines: Mastery Client Programs must have an Account Status of Active during the month the event is held to receive the complimentary registration. (Account Status of Past Due or Unpaid are not eligible for complimentary event registrations). Mastery Programs that have an Account Status of Hold during the event month, are not eligible for complimentary Mastery Event Registrations or Mastery Privileges unless they have a 30-60-90 Program Active as outlined in Mastery Program Holds above.

As a Mastery Client perk, you may transfer your event registration to a non-Mastery Client. The other Mastery Client Privileges do not transfer with the Mastery registration (ie. Mastery Client Experience, Mastery Lounge, Priority Seating, etc.) Complimentary event registrations are non-transferable for individual agent coaching services.

**Personal Information:** Client acknowledges that any Personal Information (as defined in our [Privacy Policy](#)) provided by Client to Keller Williams Realty, LLC pursuant to this Agreement will be handled in accordance with our [Privacy Policy](#), and that Keller Williams Realty, LLC will use any such Personal Information to facilitate and provide the MAPS Coaching Program(s) Client enrolls in pursuant to this Agreement, which may include communication between you, Keller Williams Realty, LLC, and your Coach. Client acknowledges and agrees that calls may be recorded by Keller Williams Realty, LLC or on behalf of Keller Williams Realty, LLC for training and quality purposes. By opting in, Client agrees that representatives of KW MAPS Coaching may call or text Client at the telephone number Client provided for marketing purposes, including through use of automated technology. Client's consent is not required to purchase products or services.

**Payment:** Each monthly payment is due on the 1st of each month. Client's payment terms will vary based on the option selected at signup. If payment is not received within thirty (30) days of the due date, all coaching calls Client is entitled to pursuant to this Agreement will be suspended until payment is received.

If you select to pay via Credit Card - I authorize Keller Williams Realty, LLC to charge my

credit card on the due date for all payments owed to Keller Williams Realty, LLC pursuant to this Agreement.

If you select to pay via Market Center ACH - I authorize Keller Williams Realty, LLC to collect the initial monthly payment by initiating an ACH automatic debit and authorize Keller Williams Realty, LLC to initiate an ACH automatic debit on a monthly basis thereafter for all payments owed to Keller Williams Realty, LLC pursuant to this Agreement.

If you select to pay via Franchise Fees then Credit Card - I authorize Keller Williams Realty, LLC to use my pre-paid coaching fees (part of the initial franchise fee) to pay the monthly cost for the first \$6,000 and authorize that additional payments owed to Keller Williams Realty, LLC pursuant to this Agreement will be charged to my credit card on a monthly basis thereafter.

If you select to pay via Franchise Fees then ACH - I authorize Keller Williams Realty, LLC to use my pre-paid coaching fees (part of the initial franchise fee) to pay the monthly cost for the first \$6,000 and authorize Keller Williams Realty, LLC to initiate an ACH automatic debit on a monthly basis thereafter for all payments owed to Keller Williams Realty, LLC pursuant to this Agreement.

**Limitation of Liability; Indemnity:**

**UNDER NO CIRCUMSTANCES WILL THE COACH, KWRI, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, CONTRACTORS, AND REPRESENTATIVES (COLLECTIVELY, THE "AFFILIATED ENTITIES") BE LIABLE TO YOU OR ANY THIRD-PARTY (INCLUDING YOUR CLIENT(S)) FOR ANY LOST PROFITS, REVENUES, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COST OF COVER, OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE AGGREGATE LIABILITY OF THE AFFILIATED ENTITIES IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, WILL NOT EXCEED THE GREATER OF: (A) THE TOTAL AMOUNT PAID BY YOU TO US IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CAUSE OF ACTION FOR DAMAGES; OR (B) FIFTY DOLLARS (\$50.00). ALL LIMITATIONS OF LIABILITY OF ANY KIND ARE MADE ON BEHALF OF THE AFFILIATED ENTITIES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.**

**YOU AGREE TO, AND WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE AFFILIATED ENTITIES (AS DEFINED ABOVE) FROM AND AGAINST ALL CLAIMS, LIABILITIES, DAMAGES, JUDGMENTS, AWARDS, LOSSES, COSTS, EXPENSES AND**

**FEES (INCLUDING ATTORNEYS' FEES AND EXPENSES), AND ANY CAUSE OF ACTION WHATSOEVER, ARISING OUT OF, RELATING TO, OR RESULTING FROM YOUR MAPS COACHING PROGRAM(S), INCLUDING WITHOUT LIMITATION ANY ACTIONS OR INACTIONS YOU TAKE AS A RESULT OF ANY INFORMATION, MATERIALS, OR ADVICE MADE AVAILABLE TO YOU AS A RESULT OF YOUR MAPS COACHING PROGRAM(S).**

**General:** Each party shall deliver all communications in writing by email (with confirmation of transmission). This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of Texas, without giving effect to any conflict of laws provisions thereof that would result in the application of the laws of a different jurisdiction. For any dispute arising from this Agreement that cannot be resolved within a reasonable period of time by private negotiation, either party may institute any legal suit, action, or proceeding arising out of or relating to this Agreement in the federal or state courts in each case located in Austin, Texas. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE AFOREMENTIONED COURTS, AND WAIVES ANY OBJECTION TO THAT CHOICE OF FORUM. This Agreement and any supporting documents expressly referencing this Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written or oral understandings, and agreements, with respect to such subject matter. You acknowledge and agree that, except as otherwise expressly provided in this Agreement, there will be no third-party beneficiaries to this Agreement.