

Welcome to the Illinois Real Estate License Holding Company!

CONTRACT and FAQ's

What is Illinois Real Estate License Holding Company?

Illinois Real Estate License Holding Company is a wholly owned subsidiary of Kale Realty LLC meant as a service to keep agent and broker licenses active while they are not currently practicing real estate. While in the holding company licensees are not required to join an association of Realtors; however, they are also not able to practice real estate actively, but instead can work on a referral basis only.

Placing your license in holding takes your license out of active broker/REALTOR® practice.

If my license is in a holding company, what are my continuing education requirements?

CE requirements are the same as if you were actively practicing real estate.

Will I have MLS access?

As your license will be taken out of active broker/REALTOR® practice, you will no longer have access to the MLS.

What if I want to hang my license with another broker?

You can transfer your license to another broker as if you were still on active status. At your request, we will provide you with your signed off license. You can then complete the transfer paperwork with your new broker.

Can I work for my current broker while Illinois Real Estate License Holding Company has my license?

No, under Illinois law, you may only work for one broker.

How do the referrals work?

If you have a client ready to make a real estate rental or purchase you can contact our office and we will pass along the information to one of our top agents or brokers. The typical referral fee is 25% and Illinois Real Estate License Holding Company will pay out to you as the referring agent or broker 80% of that 25%.

For example, your client makes a purchase of a \$350,000 home. Illinois Real Estate License Holding Company, at the closing, receives a check for \$8750. 25% of the commission is \$2187.50 and from that number we pay you 80% or \$1750.

Fee Structure

There is an annual fee of \$109 to hold your license. There is also a one-time processing fee (only for your first year) of \$49. The \$49 one-time charge includes the \$25 transfer fee the IDFPR requires. We will charge your credit card/bank card via the information submitted below.

STEPS TO MOVE LICENSE OVER TO ILLINOIS REAL ESTATE LICENSE HOLDING COMPANY

1. Complete and sign the payment authorization below and the included contract.
2. Complete the top portion of the attached 45 Day Sponsorship Card. (nothing to sign). We will complete the bottom portion and sign.
3. Mail your signed off license to the address indicated below. If you do not have possession of the signed off license, this is acceptable. Just circle "no" below.
4. We will send all appropriate documentation to the IDFPR on your behalf. You don't have to do anything else!

LICENSE HOLDER INFORMATION FORM:

Full Name: _____ Today's Date: _____

Street Address: _____ City, State, Zip _____

Home Phone #: _____ Cell Phone #: _____

Fax: _____ E-mail Address: _____

Social Security #: _____ License #: _____

Previous Managing Broker's First and Last Name _____

Previous Managing Broker's Firm Name _____

Do you have possession of your license, signed off by previous managing broker? Yes | No

If yes, please mail the license to the address below at your convenience.

Rob Kapp
c/o Kale Realty
2447 N. Ashland
Chicago, IL 60614

PAYMENT INFORMATION AND AUTHORIZATION

Name on Card: _____ Card Number: _____

Expiration Date: _____ CVV: _____

Signature _____

By signing above I hereby authorize Illinois Real Estate License Holding Company to charge my credit/bank card the fees outlined. I understand that one year from the date of this contract I will be charged \$109 continuing every subsequent year on the anniversary date. This contract can be terminated by either party at any time. I agree that no refunds will be provided for any reason.

REAL ESTATE AGENT/BROKER INDEPENDENT CONTRACTOR AGREEMENT

This REAL ESTATE AGENT/BROKER INDEPENDENT CONTRACTOR AGREEMENT is dated as of the ____ day of ____, 20__ ("Effective Date"), and is by, between, and among Illinois Real Estate License Holding Company, an Illinois corporation, and _____ ("Agent" or "Broker") (Illinois Real Estate License Holding Company and Agent or Broker may be referred to as the "Parties").

the Parties agree as follows:

Section 1. Recitals.

- A. Illinois Real Estate License Holding Company is a duly licensed "Sponsoring Broker" under the License Act.
- B. Agent or Broker is a duly licensed "Agent" or "Broker" under the License Act.
- C. Agent or Broker has affiliation with any other broker. Agent or Broker would like to be affiliated with Illinois Real Estate License Holding Company as an independent contractor as provided by the License Act and according to the terms of this agreement.

Section 2. Agent/Broker Restrictions and Requirements.

The following restrictions shall apply from the date on which Agent or Broker transfers to Illinois Real Estate License Holding Company:

- A. Agent or Broker shall perform no functions pertaining to the practice of real estate other than through Illinois Real Estate License Holding Company.
- B. Agent or Broker shall be compensated for functions pertaining to real estate solely by Illinois Real Estate License Holding Company.
- C. Agent or Broker shall only practice real estate to the extent that agent or broker shall refer clients to an active agent or broker.
- D. Illinois Real Estate License Holding Company shall have the right of final approval regarding all documentation pertaining to real estate employed by Agent or Broker.
- E. Agent or Broker shall use Agent or Broker's real estate license exclusively to refer clients and shall not be actively involved in the practice of real estate.

Section 3. Real Estate License and Dues.

- A. Agent or Broker shall be responsible for maintaining a real estate license including payment of all applicable fees and maintaining obtaining sufficient continuing education and/or post-licensure courses..
- B. Agent or Broker shall pay an annual fee of \$109 to Illinois Real Estate License Holding Company beginning on agent or broker's join date and recurring on each anniversary thereof.
- C. Agent or Broker shall not divulge any proprietary information regarding Illinois Real Estate License Holding Company, its clients, employees, subsidiaries, or affiliates.

Section 4. Referrals and Commissions.

- A. After joining Illinois Real Estate License Holding Company, Agent or Broker shall provide Illinois Real Estate License Holding Company with any referral or lead pertaining to real estate along with all available information regarding the referral or lead including but not limited to name, contact information, and parameters.
- B. If a situation arises in which multiple parties have rights to compensation for a referral, the referral will be divided equally among the parties or as stipulated in writing in a signed agreement between all parties involved.
- C. Referral fees will be paid out only after the referral commission is received by Illinois Real Estate License Holding Company and after any potential challenges to Illinois Real Estate License Holding Company's right to the referral fee have been resolved.
- D. If Illinois Real Estate License Holding Company incurs any expense due to a transaction referred by one of its Agents or Brokers, said expense will be deducted from the referral paid out to the Agent or Broker.

Section 5. Agent/Broker Status.

- A. Agent or Broker and Illinois Real Estate License Holding Company acknowledge and agree that Agent or Broker shall be an independent contractor with no affiliation to Illinois Real Estate License Holding Company other than that outlined in this agreement. Agent or Broker shall not be considered an employee or partner of Illinois Real Estate License Holding Company. As such, Illinois Real Estate License Holding Company shall have no responsibility to withhold state or federal employment taxes from Agent or Broker's referral fees, nor to make any payments or contributions towards workman's compensation or unemployment.

Section 6. Compliance.

ILLINOIS REAL ESTATE LICENSE HOLDING COMPANY and Agent or Broker shall comply with all rules and regulations of the License Act as well as all applicable fair housing, anti-discrimination, and anti-trust rules and regulations.

Section 7. Term; Termination; Pre-Termination Referrals..

A. Term. This Agreement will continue in full force and effect indefinitely from the Effective Date. Agent or Broker may terminate this Agreement at any time with 30 days advance written notice. Illinois Real Estate License Holding Company may terminate this agreement immediately at any time for non-payment or for violation of the rules and regulations of the License Act or other professional misconduct.

B. In the event that this agreement is terminated by either party, Illinois Real Estate License Holding Company shall return Agent or Broker's signed off license to the IDFPR. If Illinois Real Estate License Holding Company has not received Agent or Broker's license, Illinois Real Estate License Holding Company shall submit a signed off 45 day permit sponsor card or other documentation to sever all ties between Illinois Real Estate License Holding Company and release Agent or Broker to transfer to another sponsoring broker.

C. If Agent or Broker has submitted any leads or referrals to Illinois Real Estate License Holding Company prior to termination, Illinois Real Estate License Holding Company shall retain said leads or referrals. Agent or Broker shall assist Illinois Real Estate License Holding Company Agent or Broker shall receive compensation for any closed transactions resulting from leads or referrals submitted to Illinois Real Estate License Holding Company prior to termination provided that Agent or Broker still holds a real estate license in good standing with the IDFPR.

D. Agent or Broker shall not be entitled to compensation for any leads or referrals submitted to Illinois Real Estate License Holding Company after termination of this agreement.

Section 8. Litigation and Defense of Agreement.

A. If an Agent or Broker affiliated with Illinois Real Estate License Holding Company is involved with any lawsuits or other disciplinary proceedings, or has reason to believe that such action may be taken, Agent or Broker will immediately notify Illinois Real Estate License Holding Company and provide Illinois Real Estate License Holding Company with all documentation pertaining to the litigation. Agent or Broker and Illinois Real Estate License Holding Company will endeavor to avoid any and all such litigation. Should action be taken against Agent or Broker, Agent or Broker shall cooperate fully with Illinois Real Estate License Holding Company and shall accept Illinois Real Estate License Holding Company's determination as to course of action. Agent or Broker further grants Illinois Real Estate License Holding Company power of attorney in any litigation arising out of Agent or Broker's real estate activities while sponsored by Illinois Real Estate License Holding Company.

B. Agent or Broker indemnifies and holds harmless Illinois Real Estate License Holding Company from any and all losses, damages, claims, or liabilities incurred by the terms and conditions of this agreement or any action taken as a result of said terms and conditions.

Section 9. Enforcement.

Agent or Broker or Illinois Real Estate License Holding Company has the right to enforce the performance of the terms and conditions of this agreement. Should either party bring litigation against the other, the prevailing party shall be compensated by the other party for all costs and expenses associated with said litigation.

Section 10. General Provisions.

A. Any modifications or amendments to this agreement shall be in writing.

B. Time of the Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

C. Rights Cumulative. Unless expressly provided to the contrary in the Agreement, each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law.

D. Illinois Real Estate License Holding Company shall not be considered to have waived its rights set forth in this agreement should it choose not to exercise those rights and may exercise those rights at any time in the future.

E. At any time that Agent or Broker and Illinois Real Estate License Holding Company should be required to consent to or approve any matter pertaining to this agreement, said consent or approval shall be in writing and shall not be unreasonably withheld.

F. This agreement shall be governed by the rules of the State of Illinois.

G. Entire Agreement. This Agreement shall constitute the entire agreement of the parties to this Agreement; all prior agreements between the parties, whether written or oral, are merged in this Agreement and shall be of no force and effect.

H. Headings. The headings, titles, and captions in this Agreement exist solely for convenience and have no effect on the scope or breadth of this agreement.

I. Any reference to "day" or "days" shall mean business days.

J. This agreement is solely between Agent or Broker and Illinois Real Estate License Holding Company. As such, the rights and interests granted under this agreement are nontransferable. In addition, no claim as a third party beneficiary shall be accepted or recognized as valid.

IN WITNESS WHEREOF, the parties hereto accept the terms and conditions of this agreement as of the date listed above.


ILLINOIS REAL ESTATE LICENSE HOLDING COMPANY

By: Patrick Loftus

By: _____ (print name)

Its: Managing Broker

Its: Agent or Broker

Signature 

Signature _____



45-DAY PERMIT SPONSOR CARD

Illinois Department of Financial and Professional Regulation - Division of Real Estate
320 West Washington Street, 3rd Floor
Springfield, Illinois 62786
Real Estate Licensing - Phone: (800) 560-6420 Fax: (217) 782-3390

- If you will be self-sponsored you must complete the 45-day permit on your own behalf.
- This form must be submitted within 24 hours of issuance of a sponsor card in order to apply for licensure as a broker, managing broker, or leasing agent.
- In order to change your sponsoring broker, you must submit: (1) this form; (2) the \$25 fee made payable to IDFPFR by check or money order; and (3) your original terminated license or an affidavit explaining why the original terminated license is unavailable.
- Return this form to the above address.
- Retain a copy for the employee and a separate copy for the sponsoring broker.

EMPLOYEE INFORMATION

Employee's individual address must be different from the sponsoring broker's address, unless you are a self sponsored managing broker with an authorized office at your residence as set forth in 68 Ill. Admin Code 1450.610.

Address to receive license (check only one):

Employee Address

Sponsoring Broker Address

Today's Date:	License No.:	
Name:	Social Security No.:	
Mailing Address:		
City, County, State, Zip Code:		
Telephone Number:	E-mail Address:	
<input type="checkbox"/> Managing Broker	<input type="checkbox"/> Broker	<input type="checkbox"/> Leasing Agent

SPONSORING BROKER INFORMATION

Sponsoring Broker Name: Illinois Real Estate License Holding Company	
Sponsoring Broker D/B/A (if applicable):	Sponsoring Broker License No.: 481.012055
<i>Must be registered/certified with appropriate entity & filed with Department.</i>	
Mailing Address: 2447 N. Ashland	
City, County, State, Zip Code: Chicago, Cook, IL 60614	
Telephone Number: 312-939-5253	Managing Broker License No.: 471.016390
Managing Broker Name: Patrick Loftus	Managing Broker Signature: 

ACKNOWLEDGMENT AND AGREEMENT

Please find a copy of the Illinois Real Estate License Holding Company Office Policy Manual by clicking [here](http://bit.ly/1SBWNPH) or visiting <http://bit.ly/1SBWNPH>

The undersigned agent or employee of **Illinois Real Estate License Holding Company** acknowledges receipt of a copy of **Illinois Real Estate License Holding Company's** Office Policy Manual.

As a condition of his/her association or employment with **Illinois Real Estate License Holding Company**, the agent or employee agrees to abide by the terms of this Manual as presently adopted and as amended in the future by publication from management of any changes.

Failure to abide by the terms of this Manual as adopted and amended will be grounds for disciplinary action of the agent or employee, including termination of association or employment.

Agent or Employee

Date