

## **Cherokee Association Of REALTORS®**

### **Rules For Admission To The Million Dollar Club**

#### **1. Eligibility**

Any employee or independent contractor (officer or otherwise) or real estate broker (individual or firm) that is both licensed under the Georgia Real Estate Commission and a REALTOR® member of the Cherokee Association of REALTORS®, is eligible for membership. Both salaried and commissioned personnel are eligible. If the applicant is a member of more than one Board of REALTORS® and wishes to be a member of the Cherokee Association of REALTORS® Million Dollar Club, he/she must make application to the Cherokee Association Million Dollar Club exclusive of any other Board of REALTORS® Million Dollar Club.

#### **2. Qualifying Year**

A “qualifying year” shall be defined as a full calendar year beginning January 1 and running through December 31.

#### **3. Membership Year**

A “membership year” shall be for the calendar year immediately following the qualifying year.

#### **4. Qualifications**

To qualify, an individual must fulfill the following requirements:

- A. An applicant must have produced and closed business in the amount of, or in excess of \$1,000,000.00 (One Million Dollars) during a qualifying year as a member in good standing of the Cherokee Association of REALTORS®. No inter-office transferring of volume or commissions will be allowed for purposes of qualifying in the Cherokee Association of REALTORS® Million Dollar Club. Any business produced and closed prior to applicant activating his/her license with a broker who is a member in good standing of the Cherokee Association of REALTORS® will not be allowed for eligibility in the Cherokee Association of REALTORS® Million Dollar Club, except as provided for in paragraph B. To qualify in the Commercial category of the Cherokee Association of REALTORS® Million Dollar Club, 75% of the credit claimed must be commercial volume, thereby allowing 25% of the total credit claimed to be other than commercial.
- B. Transferring applicants from other Georgia Boards must make application to join the Cherokee Association of REALTORS® within thirty (30) days after coming into the Cherokee County geographic jurisdiction and must have left their past boards as a member in good standing and must have been a member of their past boards on January 1 of the qualifying year. If no Board of REALTORS® existed in their previous location, the transferring applicant will be treated as a new licensee, reactivated licensee, or transferee from a Non-REALTOR® Company as outlined in 4C. It is the responsibility of the transferee to furnish written documents of the above with their application.
- C. All applicants who have applied for membership in the Cherokee Association of REALTORS® within thirty (30) days of activating or transferring his/her license to a company/office whose broker is a member in good standing in the Cherokee Association of REALTORS® and by paying dues and being approved for membership by the Board of Directors is eligible for membership in the Cherokee Association of REALTORS® Million Dollar Club, and may use all volume credits derived from transactions closed prior to the date the application is received by the Cherokee Association of REALTORS®.

However, if any applicant does not apply for membership in the Cherokee Association of REALTORS® within thirty (30) days of transferring his/her license to a company/office whose broker is a member in good standing in the Cherokee Association of REALTORS®, and by paying dues and being approved for membership by the Board of Director, he/she is not eligible for qualifying purposes.

## **5. Application Submission**

In order to qualify for \$1,000,000.00 in new business, the individual must submit an application for membership to the Cherokee Association of REALTORS® Million Dollar Club on or before the **third Friday of January** after the end of the qualifying year. With each application there must be a signed detailed statement of the applicant's closed business for the qualifying year including the names of the parties to the contract, the property involved, participating salesmen within the same office and/or participation with any other brokers, (including office ID#, First Multiple or Metro Listing ID# to be used if applicable) together with details of any division of commission, and any other pertinent information. Each such statement must be sworn to by the applicant and also certified by his/her Managing Broker that the applicant has qualified for the Million Dollar Club under the present rules and regulations.

## **6. Credits**

Credits shall be allowed individuals for their personal production of sales, listing and leases as follows:

- A. For the Selling Agent(s): The credit shall be 50% of the amount of the closing purchase price. In the event there is no fixed stipulated purchase price (as in case of an exchange of properties) then the values used to determine the commission shall be the amount credited. The selling agent that procures the purchaser shall receive all this classification of selling credits regardless of whom or what company is the listing agent of the property.
- B. For the Listing Agents(s): The credit shall be 50% of the selling price as determined in paragraph A above. The listing agent procures the Seller with an exclusive right to sell, shall receive all this classification of listing credit regardless of who or what company is the selling agent of the property.
- C. For the Open Listing: Same procedure as 6A & 6B above. An Open Listing exists when there is no other actively licensed broker/agent involved in the transaction.
- D. For Foreclosed Property: For any foreclosed property (commercial or residential) or any property sold at auction, any agent receiving listing and/or selling commission may claim credit in accordance with Cherokee Association of REALTORS® Million Dollar Rules, with proper explanation from the broker accompanying application to Million Dollar Club.
- E. For Commercial: Definitions of credit for purposes of defining the properties submitted, the following guideline are adopted: Residential: (1) an improved property zoned residential up to and including, but not exceeding four(4) units per transaction. (2) A single transaction involving no more than four(4) unimproved subdivided land, not to exceed ten (10) acres, which has as its existing or best use, residential. Commercial: Any transaction that is not residential.

**Zoning determinations are based on what the property is zoned at the time of closing.**

- F. For Leases: Full credit shall be given for the amount of the gross aggregated rental called for in the original term of the lease. Credit shall be allowed for renewals, expansions, and exercise of options for renewals. However, credit shall be allowed only upon actual renewals for the year in which such new term begins. If a lease contains an option to purchase at any time during the lease, the amount of the gross aggregate rental shall be claimed in the year of closing. If a lease allows either the landlord or tenant, or both, to terminate the lease prior to the expiration date, then the credit allowed shall be limited to the first date either (or both) parties have the right to terminate. If, however, the lease is not terminated, then the applicant may use the then remaining firm term of the lease for credit in the year the right to terminate is not exercised. If a lease contains more than one option to terminate, then each such period shall be treated in a like manner. For a lease to qualify as "Commercial", it must be one of the following: 1) office/institutional, 2) industrial/warehouse, 3) Any residential property exceeding four (4) units in any one (1) complex. For Cashed out Leases: Full credit shall be given for the face value of the total rental to be paid over the firm term of the lease, but shall be subject to the same treatment for cancellations and renewals as mentioned above.

- G. For More than One Participant and/or Syndication: If more than one individual within the same company participates as the selling agent, the listing agent or the leasing agent, the credit allowed shall be in the same proportions as the divisions of the sales or listing commission (or credits for commission) between the individuals; provided that the commission divided between the participating agents was divided by and paid to the participants directly by the participant's broker. In any transaction where the commission was paid by the broker to more than one participant, regardless of how small the participation may have been, each participant may only claim for credit an amount in the same proportion as the proportion of the listing and/or sales commission paid by broker that was actually received by that individual. Where an individual sells shares of ownership in property through syndication, the credit allowed shall be in the same proportion as the percent of ownership which that salesman sells in the syndicated transaction.
- H. For Installment Commission: Full credit will be allowed in the year of closing of a transaction where an installment commission exists.
- I. For Ownership Positions: Where a broker/agent has an ownership position in a sale, purchase or lease for credit toward qualifying for membership in the Million Dollar Club, he/she would have received had he/she done the total listing or selling job.
- J. For Other Commission Arrangement: He/she will receive credit based on a rate established by that portion of the commission that he/she received as compared to what he/she would have received had he/she done the total listing or selling job.
- K. Total Credit Amounts: Total credit amount claimed by all applicants for purposes of qualifying for the Million Dollar Club cannot exceed a combined amount of 100% of the total purchase price.
- L. Manager Commission: Any commission earned in the capacity of a manager cannot be credited, unless the manager gets part of what would be normally considered the agent's commission, and is thereby acting in a capacity similar to a cooperating agent. In such case, the credits shall be prorated as is the commission. All credits shall go to the person acting in the capacity of an agent.
- M. No credit volume shall be given for referral or marketing fees. For purposes of these rules, a "referral or marketing fee" shall be defined as:
1. A fee paid to an agent which was less than 20% of applicable selling or listing, commissions paid in the transaction AND
  2. The person to whom the fee was paid did not ACTIVELY participate in the sale or listing.

Regardless of the amount of the fee received, if the person receiving the fee did not actively participate in the transaction, the fee paid shall be considered a referral fee and may not be used for volume credit. Notwithstanding anything contained herein, if applicant actively participates in a sale OR listing transaction, regardless of the amount of the fee received by applicant, he/she may claim a volume credit in proportion to the percentage of the fee received.

- 7. More Than \$1,000,000.00:** Those attaining new business in any qualifying year at the level of \$2,000,000.00 per year, \$3,000,000.00 per year, \$4,000,000.00 per year, \$5,000,000.00 per year, and in other multiples of \$1,000,000.00 beyond this point, shall receive recognition stating that they are members of the Million Dollar Club for the qualifying year and shall further state that this membership is in recognition of personal negotiations of sales and leases during that qualifying year of a value in excess of the level achieved in multiples of \$1,000,000.00. For this purpose, the total credit shall be rounded off to the lower million dollars of multiples.
- 8. Proper Use of Designation:** Members of the Million Dollar Club shall be authorized to use the Million Dollar Club designation or seal adopted by the Board of Directors of the Cherokee Association of REALTORS® The official

designation shall be “Cherokee Association of REALTORS® Million Dollar Club” and said designation, when printed or written, must also be followed by the qualifying year or years each time said designation is used, such as business cards, stationary, etc. Life Members or Active Life Members shall insert the word “Life Member” or “Active Life Member”, whichever is appropriate, after the designation in lieu of the qualifying year or years.

**9. Effective Dates:** The effective date for credits for sales, listings, and leases shall be as follows:

- A. For sales and listings, the date on which title is passed shall be the date of credit.
- B. For Leases, the dated of occupancy shall be the date of credit, unless rental began at the date subsequent to occupancy, and in the event the date on which rental began shall be the date of credit.
- C. No credit shall be allowed for transactions in which a fee is collected and such fee is not contingent upon the closing of the transaction. No credit shall be allowed for appraisals, evaluations, and consultations of any kind regardless of purposes.

**10. Classes of Membership:** There shall be two (2) classes of membership, with each containing six (6) categories. All membership shall be in only one primary Association at a given time.

**A. Residential Class**

- 1. Active Member is one who has been elected for the year immediately following his/her qualifying year.
- 2. Life Member shall be one who has been elected to membership for three (3) successive years or who has been elected to membership for any five (5) years.
- 3. Active Life Member is one who has been elected to Life Membership and is also an active member.
- 4. Phoenix Award shall be presented to those members of the Cherokee Association of REALTORS® Million Dollar Club who have qualified for ten (10) years. The award is to be automatic after that time and is to be paid for by the recipient.
- 5. Active Phoenix member is one who has been elected to Phoenix Membership and is also an active member.
- 6. Platinum Phoenix Award shall be presented to those members of the Cherokee Association of REALTORS® Million Dollar Club who have qualified for twenty (20) years. The award is to be automatic after that time and is to be paid for by the recipient.
- 7. Active Platinum Phoenix member is one who has been elected to Platinum Phoenix Membership and is also an active member.

**B. Commercial Class is one who has elected to be in the Commercial Class based on 75% Commercial volume of the first One Million Dollars.**

- 1. **Active** member is one who has been elected for the year immediately following his/her qualifying year.
- 2. **Life Member** shall be one has been elected to membership for three (3) successive years or who has been elected to membership for any five (5) years.
- 3. **Active Life Member** is one who has been elected to Life Membership and is also an active member.

4. **Phoenix Award** shall be presented to those members of the Cherokee Association of REALTORS® Million Dollar Club who have qualified for ten (10) years. The award is to be automatic after that time and is to be paid for by the recipient.
5. **Active Phoenix Award** is one who has been elected to Phoenix Membership and is also an active member.
6. **Platinum Phoenix** shall be presented to those members of the Cherokee Association of REALTORS® Million Dollar Club who have qualified for twenty (20) years. The award to be automatic after that time and is to be paid for by the recipient.
11. **Transferring Awards:** All Million Dollar Club Awards received by an applicant who is transferring primary board membership from any of the other Georgia Boards may be counted toward obtaining membership in all classes of membership in the Cherokee Association of REALTORS® Million Dollar Club. Applicant must furnish written proof from the Executive Officer of his/her previous board, stating his/her membership status as of January 1, of the qualifying year and a list of Million Dollar Awards and years obtained in the previous board. This must accompany his/her application to the Cherokee Association of REALTORS® Million Dollar Club.
12. **Admission Committee:** The President of the Cherokee Association of REALTORS® shall each year appoint a Million Dollar Club Admissions Committee, according to Policy & Procedure Manual. It shall be the duty of this Committee to consider all applications (after the application receipt deadline) and submit a report giving their recommendation with regard to each applicant to the Board of Directors no later than the next Board of Directors meeting immediately following 15 calendar days of Committee study.
13. **Membership Termination:** As is the case of all organizations sponsored by the Cherokee Association of REALTORS®, Active Membership in the Million Dollar Club shall be contingent upon membership in good standing in the Cherokee Association of REALTORS®. If for some reason a member of the Million Dollar Club ceases to be a member of the Cherokee Association of REALTORS®, his/her active membership in the Million Dollar Club is automatically terminated. Life Membership shall not be thus terminated, unless they cease to be REALTORS®. Even then, once reinstated as REALTORS®, they may resume status as Life Members. Where a broker/agent submits a fraudulent application, including but not limited to failure to disclose his ownership position, failure to disclose participation with other agents, inaccurate volumes or any other falsifications, he/she will be automatically disqualified and then reported to the Professional Standards Committee for action.
14. **Approval and Dissolution:** The Million Dollar Club of the Cherokee Association of REALTORS® has been established and is sponsored by the Cherokee Association of REALTORS®, and all actions of the club shall be subject to the approval of the Board of Directors of the Cherokee Association of REALTORS®. Board of Directors reserve the right to modify and amend the rules and regulations of said Club from time to time.
15. **Inception:** The amended rules and regulations of the Million Dollar Club shall apply to business produced in the qualifying year and thereafter until modified by the Awards Committee of the participating board and approved by the Cherokee Association of REALTORS® Board of Directors.

# TO DESIGNATED REALTORS® AND BROKERS

**IMPORTANT!!! PLEASE NOTE!!!**

## **There is no longer a fee to apply for the Million Dollar Club**

If you wish to receive a plaque or insert the prices are”

Plaque	\$32.00
Inserts	\$2.50
Phoenix	\$600.00

You application will NOT qualify you for free admittance into the Awards Banquet

The price of admission to the event is subject to change each year and will be announced before the Applications are due.

### **YOU MUST SELECT THE ONE THAT APPLIES TO YOU.**

- A.) GENERAL BROKERAGE (Resale, Leasing/New Homes)
- B.) NEW HOMES and/or SUBDIVISION (75% NEW HOMES ONLY)
- C.) COMMERCIAL BROKERAGE (75% of Sales)
- D.) TEAM #1- 2 REALTORS® Example: husband/wife, REALTOR®/licensed clerical assistant, partners, buyer/sellers agents)
- E.) TEAM #2- 3 REALTORS® or more working together

ALL TEAM MEMBERS MUST BE A MEMBER (Primary/Secondary) of the Cherokee Association Of REALTORS®.

- 2. APPLICATION MUST BE **TYPED AND DOUBLE-SPACED**. THIS ALSO APPLIES TO **COMPUTER PRINTOUTS**. (Use as many lines as necessary per property.)
- 3. PROPERTIES ARE TO BE LISTED ACCORDING TO CLOSING DATE.
- 4. EACH PAGE MUST BE TOTALED AND CUMULATIVE TOTAL PLACED ON APPLICATION FORM (FRONT PAGE).
- 5. IF YOUR TOTAL VOLUME COMES FROM MORE THAN ONE OFFICE/COMPANY, YOU MUST SUBMIT SEPARATE CERTIFICATION AND VOLUME FORMS FOR EACH OFFICE/COMPANY.
- 6. IF APPLICABLE, FIRST MLS OR METRO MLS COMPANY OFFICE I.D. NUMBERS MUST BE USED.
- 7. YOU MUST USE A SEPERATE SHEET FOR EACH CATEGORY. (EXAMPLE: COMMERCIAL, NEW HOMES AND RESALE HOMES)
- 8. APPLICATIONS ARE DUE ON JANUARY 1, AND WILL NOT BE ACCEPTED AFTER 5:00P.M. ON **JANUARY 22, 2008**.
- 9. THE CHEROKEE ASSOCIATION DUES **MUST** BE PAID PRIOR TO APPLICATION AND SUBMITTED TO THE ASSOCIATION OFFICE.

10. THE AWARDS WIL BE PRESENTED AT THE AWARDS LUNCHEON TO BE HELD IN THE MONTH OF MARCH. LOCATION TO BE IDENTIFIED LATER.

ASSOCIATION MEMBERSHIP

REMEMBER! All applicants who applied for membership in the Cherokee Association within thirty (30) days of activating or transferring his/her license to a company/office whose broker is a member in good standing in the Cherokee Association and by paying dues and being approved for membership by the Board of Directors, he/she is eligible for membership in the Cherokee Association's Million Dollar Club, and may use all volume credits derived from transactions closed ON or AFTER the date membership application is received by the Cherokee Association of REALTORS®, for qualifying purposes.

However, if an applicant does not apply for membership in the Cherokee Association within thirty (30) days of transferring his/her license to a company/office whose broker is a member in good standing in the Cherokee Association and by paying dues and being approved for membership by the Board of Directors, he/she is not eligible for membership in the Cherokee Association's Million Dollar Club for qualifying purposes.

IMPORTANT. AN APPLICANT MUST HAVE SUCCESSFULLY COMPLETED ORIENTATION REQUIREMENTS FOR MEMBERSHIP WITHIN THE REQUIRED PERIOD OF TIME.

If applicant transferred into the Cherokee Association of REALTORS® during qualifying year from another board and intends to submit volume credits derived from transactions closed while member of a previous board, a letter from the previous board stating applicants membership status as of January 1 of qualifying year and a list of Million Dollar Club Awards, if any, and years obtained in previous board must accompany application to Cherokee Association of REALTORS ® Million Dollar Club.

APPLICATION FOR THE  
CHEROKEE ASSOCIATION OF REALTORS®  
MILLION DOLLAR CLUB

Gentlemen/Ladies:

I, \_\_\_\_\_, hereby make application for membership in the Million Dollar Club of the CHEROKEE ASSOCIATION OF REALTORS® and hereby certify that I personally handled the following real estate transactions (as evidenced by the attached information which I also verify as accurate) during the period of January 1 through December 31.

I attach hereto my fee in the amount of:

Plaque	\$32.00	I wish to receive nothing please initial here _____
Inserts	\$2.50	
Phoenix	\$600.00	

Please circle one of the following for recognition purposes. (You must select the one that applies to you)

- 1.) GENERAL BROKERAGE (Resale, Leasing/New Homes)
- 2.) NEW HOMES and/or SUBDIVISION(75% NEW HOMES ONLY)
- 3.) COMMERCIAL BROKERAGE (75% of Sales)
- 4.) TEAM #1
- 5.) TEAM #2

My total volume as Selling, Listing & Leasing Agent

	Present Broker	Broker #1	Broker #2
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
Total \$	\$ _____	\$ _____	\$ _____

TOTAL \$ \_\_\_\_\_

- New (0Years)
- Active (1 – 2 Years)
- Life Member (3 – 5 Years)
- Active Life Member Combination of Active and Life membership (6 – 9 Years)
- Phoenix-Please circle one: (10 Years non consecutive)
- Active Phoenix (11 – 19 Years)
- Platinum Phoenix (20 Years)
- Active Platinum Phoenix (21+ Years)

**YOU MUST HAVE CERTIFICATION SHEET FROM EACH BROKER**

I, \_\_\_\_\_ (applicant), certify that all information is correct and that I am applying for membership ONLY in the Cherokee Association's Million Dollar Club. Respectfully submitted,

\_\_\_\_\_  
Applicant's signature

\_\_\_\_\_  
APPLICANT'S NAME (PLEASE TYPE) AS YOU WISH IT TO APPEAR ON THE PLAQUE AND IN THE AD.

I, \_\_\_\_\_ of \_\_\_\_\_  
Present Broker Company Name

\_\_\_\_\_  
Address of Company

I swear that I have read the rules and regulations of the Million Dollar Club of the Cherokee Association of REALTORS® and that the named applicant is qualified for admission under said rules. I have read and reviewed the application of

\_\_\_\_\_ (applicant), and I warrant that this application is true and correct and in accordance with our records showing total volume of \$ \_\_\_\_\_ from \_\_\_\_\_ (name of company) and that there were no cooperating agents except as shown either in or out of our office. A real estate commission was paid to the applicant in cash or collectible note of total credit claimed.

I understand that should there be any errors in form or content of the above application, other than typographical or mathematical; the application shall be disqualified without prejudice.

I certify that I am a REALTOR® member of the CHEROKEE ASSOCIATION OF REALTORS® and that all membership requirements have been met by this applicant.

Sworn to and subscribed before me this day:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Applicant's Present Broker's signature

I am notarizing both applicant and Broker's signatures

**CERTIFICATE SHEET FOR PREVIOUS BROKER**

**APPLICATION  
CHEROKEE ASSOCIATION OF REALTORS®  
MILLION DOLLAR CLUB ADMISSIONS COMMITTEE**

I, \_\_\_\_\_ of \_\_\_\_\_  
Broker Company Name

\_\_\_\_\_  
Address of Company

swear that I have read the rules and regulation of the Million Dollar Club of the Cherokee Association of REALTORS® and that the named applicant is qualified for admission under said rules.

I have read and reviewed the application of \_\_\_\_\_ (applicant),

and I warrant that this application is true and correct and in accordance with our records showing total volume

of \$ \_\_\_\_\_ from \_\_\_\_\_ (name of company) and that there were no cooperating agents except as shown either in or out of our office. A real estate commission was paid to the applicant in cash or collectible note according to the indicated percentage of total credit claimed.

I understand that should there be any errors in form or content of the above application, other than typographical or mathematical, the application submitted shall be disqualified without prejudice.

I certify that I am a REALTOR® member of the Cherokee Association of REALTORS® and that all membership requirements were met by this applicant when licensed with me.

Sworn to and subscribed before me this day:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Broker's Signature

I am notarizing both applicant and Broker's signatures.