



## South Dakota Addendum to the Real Broker, LLC Independent Contractor Agreement

Real Broker, LLC makes this addendum a part of the Independent Contractor's Agreement to set forth state-specific policies and procedures for an agent ("Agent") affiliating with the company in the State of South Dakota. This Addendum supersedes all previous South Dakota addenda. The Company reserves the right to modify, suspend, or discontinue any of the terms, policies, procedures and/or benefits described in this addendum with proper notice.

All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include reference to this Addendum and any other addenda attached to the Agreement, which are hereby incorporated by reference.

### **BROKER CONTACT INFORMATION**

Company Name: Real Broker, LLC dba Real  
Company State License #: 15688

State Broker Name: Joshua A. Boschee  
State Broker License #: 20815  
Phone: 605-609-1056 (does not receive texts, calls only)  
Email: SDBroker@TheRealBrokerage.com

### **MEETINGS**

South Dakota Connect is scheduled virtually for agents the second Thursday of every month at 4:00 PM CT/3:00 PM MT.

### **EARNEST MONEY**

Real does not have a Trust Account in South Dakota, so cannot receive earnest money. Earnest money should be held at a closing/title company or the other party's brokerage. This must be indicated within the Purchase Agreement or an Addendum/Amendment to be in compliance with SDREC guidelines.

### **CONTINUING EDUCATION**

24 hours every 2 years with 12 credits being mandatory subject matter determined by the SDREC.

### **LICENSE RENEWAL**

Every 2 years by November 30th of the agent's renewal year through the [agent's SDREC online portal](#). [Here is SDREC's information on renewal](#).

### **COMMISSION PAYMENTS**

Commission can only be paid to Real Broker, LLC. South Dakota is a single check state.

### **MARKETING/ADVERTISING**

“Real Broker, LLC” or “Real” must be prominent in ALL real estate advertising.

### **PERSONAL ASSISTANTS (Licensed/Unlicensed)**

[Unlicensed assistants](#) must identify themselves as such when communicating with the public about real estate. Assistants can only be licensed as Salesperson or Broker through SDREC.

### **BOARD AFFILIATIONS**

Black Hills Association of Realtors (Rapid City)  
East Central Association of Realtors (Brookings)  
Meridian Association of Realtors (Yankton)  
Mount Rushmore Association of Realtors (Spearfish)  
Realtor Association of Sioux Empire (Sioux Falls)

### **MLS AFFILIATIONS**

Black Hills MLS (Rapid City)  
East Central MLS (Brookings)  
Meridian MLS (Yankton)  
Mount Rushmore MLS (Spearfish)  
RASE MLS (Sioux Falls)

### **HELPFUL LINKS/RESOURCES**

[SD Admin Rule 20:69:16:01 - Agency Disclosure](#)

[SD Admin Rule 20:69:18:01 - Teams](#)

### **AGENCY POLICY**

#### **Agency Disclosure**

- Agent shall, *at first substantive contact*, with Buyers, Sellers, Tenants or For Sale By Owners (FSBO) present the required Agency Disclosure forms and shall discuss with buyers and sellers the agency/principal relationships.
- A change in licensee’s representation that makes the initial disclosure incomplete, misleading, or inaccurate requires that a new disclosure be made at once.
- No person licensed as a real estate broker or salesperson shall represent any party or parties to a real estate transaction, or otherwise act as a real estate broker or salesperson, unless the agent makes an affirmative written disclosure to all parties to the transaction as to which party they represent in the transaction. The disclosure shall be included in the file

and acknowledged by separate signatures of the buyer and/or seller.

- Agency disclosure on purchase agreements must be completed on every residential sale, including new construction sales and For Sale By Owners and other sales where the parties utilize their own forms.

### **Agency**

- Company does not offer sub-agency through the MLS or other co-operating offices.
- Disclosed limited agency for the in-house List and Sale by the same agent or with the designated broker as a listing or selling agent in the transaction
- Appointed Agency Election
  - If an agent is not representing either party, the agent would be a facilitator or a non-agent.

### **Appointed Agency/Designated Agency**

In a real estate transaction where both buyer & seller are represented by individual agents, in accordance with South Dakota law, the State Broker, or their designee, will appoint those sales associates to act as Appointed or Designated Agents for a specific client to the exclusion of all other affiliated agents with Company.

In addition to all other appropriate agency addenda as required by South Dakota law, buyer and seller clients must read and sign the appointed Agency Disclosure portion of the Exclusive Right to Represent Buyer Contract or the Listing Contract, whichever applies, and give permission for the State Broker, or their designee, to make said appointment.

Any confidential information gained from the seller or the buyer must be closely held as such by the Appointed Agent and the State Broker, or their designee, both from the public and from any sales associates of Company or any other brokerage.

All confidential information must be protected by the appointed Agent in general office conversation, sales meetings, office tours, telephone conversations, files, faxes, and any other form of written or verbal communication. If a confidential phone call needs to take place, the agent should take the call to a private conference room or to their car, where no one else can overhear the conversation.

Company will maintain a master listing file for all sellers that will contain all information pertaining to the listing. The Appointed Agent can maintain a separate file for the seller's confidential information, accessible only by that sales associate and the State Broker, or their designee. The State Broker, or their designee, will review all master listing files at the time of listing to ensure that confidential

information is not available to other Company associates.

The faxing of any confidential information is strongly discouraged. If, however, it should be necessary, all confidential information being faxed will be closely monitored by the Appointed Agent. ***Scanning and emailing the information is a much more secure form of communication than faxing.***

Agent will not discuss any confidential information with anyone (except when required to discuss with the State Broker or their designee for purposes of problem resolution) unless the client has given written permission to do so.

**Confidentiality outside the office:** Confidentiality also includes not “name dropping” clients that you are representing or names of parties in a transaction. This gossip is needless and unprofessional.

Take caution when answering your telephone in public places such as restaurants, sporting events, restrooms, meetings, or public gatherings. You have no way of knowing if the buyer, seller, relative, or competing offer is at the next table!

### **Disclosed Limited Agency for the In-House sale with the Appointed Agency Election Office Policy**

#### **SELLING PROCEDURES**

1. Company may represent both the buyer and the seller as appointed agents or as a disclosed limited agent when we are both the listing and selling brokerage company (an in-house listing/sale).
2. Company represents the buyer exclusively when we are the selling brokerage company on properties listed with any other brokerage company.
3. Company may appoint an Exclusive Buyer’s Agent to represent the buyer exclusively to the exclusion of all other Brokerage Company sales associates. In which case the other sales associates will represent the seller exclusively on their individual listings. The Exclusive Buyer’s Agent will be a disclosed limited agent when they sell their Buyer Client one of their own individual listings where they are also the Exclusive Agent of the Seller; or if the Designated Broker is involved as either the listing agent or the selling agent in an in-house transaction.
4. Agent shall, at the first substantive contact, provide the Agency Relationships disclosure form to and review with the buyer. Agent shall obtain a signed acknowledgment of receipt of the form. If buyer elects to have Buyer Representation and consent to Agent acting as an appointed agent of the buyer, the Buyer Agency Contract shall be executed with

- copies given to all parties.
5. Agent shall inform the buyer of Company policy to represent both the buyer and seller as a disclosed limited agent on the in-house listing. Also, in appointed agency, only the buyer's appointed agent selling their own listing or a sale involving the Designated Broker would be a disclosed limited agency. Agent shall obtain the buyer's consent to do so in the Buyer agency contract. Also, Agent shall ensure that the Limited Agency section will be signed in the purchase agreement.
  6. Agent shall Inform the buyer of Company policy to represent the buyer exclusively on the sale of property listed with any brokerage company.
  7. On those listings that do not offer sub-agency, Agent does not need to contact the listing brokerage company regarding the rejection of sub-agency prior to showing the property. This information is indicated on the MLS information sheet.
  8. On those properties that do not offer cooperation and compensation to buyer's agents, Agent shall either make separate arrangements with the buyer by entering into a written compensation agreement with them or make a separate agreement for compensation with the listing brokerage company (if any), or the for sale by owner, in writing prior to showing the property to the buyer when possible.
  9. Agent shall confirm in the purchase agreement that we represent the buyer exclusively as the selling brokerage company on the sale of property listed by any other brokerage company.
  10. When Company appoints a Buyer's Agent to represent the buyer exclusively to the exclusion of all other sales associates and brokers of Company, the disclosure of that appointment must be made at the time of the signing of the Exclusive Right to Represent and again in the Purchase agreement.

### **LISTING PROCEDURES**

1. Company represents the seller exclusively when we are the listing brokerage company but not the selling brokerage company.
2. Company may represent both the buyer and the seller when we are both the listing and selling brokerage company on the in-house sale as Appointed agents or disclosed limited agents.
3. Company may appoint an Exclusive Seller's Agent to represent the seller exclusively to the exclusion of all other Company sales associates. In which case the other sales associates may represent the buyer exclusively. The Exclusive Seller's Agent will be a disclosed limited agent when they sell the Seller's property to their Buyer Client; or if the Designated Broker is involved as either the listing agent or selling agent.
4. Company will not offer sub-agency through the MLS or other similar information source to other selling offices.
5. Agent shall, at the first substantive contact, provide to, and review with,

the Seller with the Agency Relationships disclosure form. Agent shall obtain a signed acknowledgment of receipt of the form.

6. If Seller desires to have Seller Representation and consents to Agent acting as an appointed agent, the Exclusive Right to List shall be signed and copies shall be provided to all parties.
7. Agent shall Inform the seller of Company policy to represent both the buyer and seller as a disclosed limited agent on the sale of an in-house listing or the appointed agency provision providing that only the appointed agent who sells their/her own seller's listing to their/her buyer client will be the disclosed limited agent; or a sale involving the Designated Broker as a listing or selling agent. Agent shall ensure that the written consent for limited agency has been executed at the time of listing the property. Also, Agent will ensure that the Limited Agency section will be included in any purchase agreement.
8. Agent shall explain to the seller that other brokerage companies may represent the buyer or could be a non-agent/facilitator. The listing and selling office's agency relationship will be confirmed in writing no later than the signing of a purchase contract.
9. When Company is appointing a Seller's Agent to represent the seller exclusively, to the exclusion of all other sales associates at the Company, the disclosure of that appointment must be made at the time of the listing but may be amended with consent from time to time.

If a buyer, prospective buyer, or seller is not represented by a real estate brokerage firm in the real property transaction, that buyer or seller remains a customer, and, as to that customer, the real estate brokerage firm and the real estate brokerage firm's licensees are non-agents that owe the following legal duties: to perform customary acts typically performed by real estate licensees in assisting a transaction to the transaction's closing or conclusion if these acts are to assist the customer for which the services are directly provided; to perform these acts with honesty and good faith; and to disclose to the customer any adverse material facts actually known by the licensee which pertain to the title of the real property, the physical condition of the real property, and defects in the real property. These limited duties are subordinate to any duties the real estate brokerage firm and the real estate brokerage firm's licensees owe to a client in the same transaction.

### **Resources**

- [SD Codified Law 36-21A-147: Office Policies - Relationships - Written Disclosure](#)