

TEAM NAME & DBA (DOING BUSINESS AS) USAGE GUIDELINES

These guidelines provide REeBroker Group agents information on the usage of team names or fictitious business names (also referred to as “doing business as” or “DBA”) in advertising, marketing or for building their own brand.

Registration Is Not Required When:

No fictitious business name registration is required if the agent chooses to use his or her own legal last name, However, approval from The REeBroker Group is required for using any team names containing an agent’s last name.

Some examples of names that would not require registration of a fictitious business name include:

When the agent’s individual full or last name and “Team,” “Group,” or “Associates” is used:

- John Smith Team
- Smith & Associates
- John Smith Group

Two or more agents’ last names and Team,” “Group,” or “Associates” is used:

- Smith & Brown Group
- Smith, Brown and Associates
- Smith & Brown Team

No fees will be charged for team names which do not require fictitious business name registration.

Registration Is Required When:

Business names that would require registration of a fictitious business name are when an agent’s name is not used:

- Surfer Selling Team
- ABC Real Estate
- Team Quick Closing Group

Fictitious business names will require registration with the County Clerk and CalBRE. Only your broker can submit the fictitious business name registration. Once the BRE approves the registration of the name, an agent can register the name in the county where the agents have an office. Registration will allow the agents to show a local presence. In addition, if you would like to display your local address on your marketing material, a branch license can be issued.

Additional Guidelines:

1. All agents associated with the same team name must be employed by the same broker.
2. Please email your team or DBA name to info@reebrokerca.com with a request for registration and broker approval. The Broker will inform you if your requested name is permitted for use.
3. Almost any name can be registered as a team or DBA through your broker, as long as this name is not already registered, does not contain the Realtor® trademark or your personal name.
4. The agent is required to pay a **\$500.00** one-time fictitious business name registration fee, which covers legal, registration, publication, county, administration and renewal expenses.
5. The fictitious business name will be cancelled immediately if the agent leaves the REeBroker Group. Upon the termination of the agent's employment relationship with REeBroker Group, the agent is permitted to re-register the same name through his or her new broker. Cancellation fees may apply.

[Fictitious Business Name Information \(RE 282\), Rev 7/20 \(ca.gov\)](#)

Where a licensee is a natural person, the use of a nickname in place of his or her legal given name (first name) shall not constitute a fictitious name for purposes of this section, provided that where the nickname is used, the licensee also uses as a surname (last name) his or her surname as it appears on his or her real estate license, and includes his or her Department issued license identification number as required by Section 10140.6 of the code

Note: The option of creating a team name or fictitious business name may put the Broker at risk for additional liability. Therefore, the Broker may deny any agent's request for a team or DBA name if the agent has had legal issues with clients or violations of CalBRE, Broker and Realtor Association regulations, or for any other reason.

IMPORTANT:

When the team or DBA name is used or in any type of advertising or marketing, there must be a disclosure of the name or logo or real estate license identification number of the employing broker, as well as the license identification number of the salesperson included in the advertising or marketing materials. The responsible broker's identity must be displayed in a manner equally as prominent as the team name in all advertising and marketing material

INDEPENDENT CONTRACTOR AGREEMENT

(Between Broker and Associate-Licensee)

Fictitious Business Name Addendum

REeBroker Group., referred to as the “Broker” and _____, referred to as the “Associate-Licensee,” agree to adhere to and comply with the following terms and conditions, as an addendum to, and in the performance of, the Independent Contractor Agreement (ICA) to which these provisions are attached. This addendum pertains to Associate-Licensees who have or will register a fictitious business name in connection with their employment by the Broker.

1. REGISTRATION OF FICTITIOUS BUSINESS NAME

A fictitious business name statement (“DBA” or “doing business as”) must be registered with the San Diego County Clerk and CalBRE prior to using the fictitious business name. Associate-Licensee agrees that registration of a fictitious business name will be handled solely by the Broker, after the Broker’s approval of the Associate-Licensee’s registration request. The Broker may approve or deny the request for registration of a fictitious business name at the Broker’s discretion.

2. ADVERTISING UNDER FICTITIOUS BUSINESS NAME

When a fictitious business name is used in any type of advertising or marketing materials, there must also be a disclosure of the name, logo, or real estate license identification number of the employing broker, as well as the license identification number of the Associate-Licensee included in the advertising. The Broker’s name or logo must be displayed in an equally prominent manner as the fictitious business name. Furthermore, advertising material must be approved by the Broker prior to posting or any public display of the material.

3. PERFORMANCE UNDER FICTITIOUS BUSINESS NAME

Associate-Licensees are strictly prohibited from performing activities or services other than real estate activities under the fictitious business name. “Real estate activities” include, but are not limited to, the listing and sale of real estate. For further details of permitted real estate activities performed by Associate-Licensees, please refer to your signed Independent Contractor Agreement and the Broker’s Office Policy Manual.

4. LIMITATION OF LIABILITY

The Broker is not liable for acts or omissions of the Associate-Licensee performed under the fictitious business name which are outside of the scope of real estate activities for which the Associate-Licensee is employed.

5. CANCELLATION UPON TERMINATION OF EMPLOYMENT

Associate-Licensee’s fictitious business name statement will be cancelled immediately upon the termination of Associate-Licensee’s employment relationship with REeBroker Group. A cancellation fee may be charged for the filing of a Statement of Abandonment of Use of Fictitious Business Name with the San Diego County Clerk. The Associate-Licensee is permitted to re-register the same fictitious business name through his or her new broker.

6. ACCEPTANCE OF ADDENDUM

The Broker and Associate-Licensee agree to adhere to and comply with the above terms and conditions, as an addendum to, and in the performance of, the Independent Contractor Agreement to which these provisions are attached.

BROKER:

REeBroker Group

By: _____
Vygandas Razhas, CEO

Dated: _____

ASSOCIATE-LICENSEE:

DBA: _____

Print and Sign Name:

Dated: _____