



Real Estate Referral Pros
975 Bridgeton Pike, Suite C
Sewell, NJ 08080
Phone: (856) 208-7446
Rosemarie Simila, Licensed Real Estate Broker
www.RealEstateReferralPros.com

NEW MEMBER INFORMATION FORM

Last Name First Name Middle Initial

Address Apt. / Unit #

City State Zip Code

Home Phone Cell Phone Fax #

Email Address

Former or Current Board/Association Affiliation: _____

Current Status of License: ☐ Active with another Broker _____
Agency Name City/State

☐ Inactive at the NJ REC

☐ I am a new licensee

Please instruct your current broker to terminate your license online in the New Jersey Real Estate Commission's online system so that Real Estate Referral Pros can have a new Salesperson Licensed with a Real Estate Referral Company license issued in your name.

Under section 6109 of the Internal Revenue Code, certain recipients of business payments are required to furnish their social security number to the Payer who must report such payments to the Internal Revenue Service on Federal Form 1099. As a Salesperson licensed with a Real Estate Referral Company, you may receive such business payments from time to time and therefore we must have this information on file. Also, the New Jersey Real Estate Commission's online system requires your date of birth.

Date of Birth: _____ Social Security Number: _____

I understand and agree to all the terms contained in the Real Estate Referral Pros Independent Contractor Agreement including Addendum A, which explains what real estate brokerage activities I can and cannot engage in as a Salesperson licensed with a Real Estate Referral Company. I also understand that when selling any real estate in which I have an ownership interest or purchasing any real estate for my own personal portfolio that I am required by the New Jersey Real Estate Commission to inform all parties to such a transaction that I hold a New Jersey Real Estate license.

Signature: _____ Date: _____



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**INDEPENDENT CONTRACTOR AGREEMENT FOR SALESPERSON
LICENSED WITH A REAL ESTATE REFERRAL COMPANY**

THIS AGREEMENT is made on _____ between the salesperson who wishes to be licensed with a real estate referral company, hereinafter referred to as Salesperson licensed with Real Estate Referral Company, "SLWRERC" and the REAL ESTATE REFERRAL PROS, a limited liability corporation of the State of New Jersey with its offices at 975 Bridgeton Pike, Suite C, Sewell, N.J. 08080, hereinafter referred to as "Broker" for an in consideration of the mutual promises and agreements for their mutual benefit.

WHEREAS, Broker is duly registered and licensed as a New Jersey Real Estate Broker in the State of New Jersey, qualified to and currently operating a general real estate referral company and does enjoy the goodwill of and reputation for fair dealing with the public, and

WHEREAS, SLWRERC is now engaged in business as a New Jersey Real Estate Licensee, and has enjoyed and does enjoy a good reputation for fair and honest dealing with the public as such, and

WHEREAS, it is deemed to be the mutual advantage of the **Broker and SLWRERC** to form an affiliation as hereinafter agreed to and under the terms and conditions hereinafter set forth,

The parties hereby agree as follows:

1. The term of this Agreement shall be one (1) year from the date hereof. The Agreement shall be renewed by payment of the subsequent year's fee by the **SLWRERC**. **SLWRERC** shall pay **Broker** an annual fee of **\$125.00** as consideration hereunder. The annual fee shall be waived if **SLWRERC** refers one (1) commission-producing referral in the preceding year.
2. The **SLWRERC** during the term of this Agreement shall refer to the **Broker** any and all potential listings and/or customers for the lease, sale or purchase of property, in New Jersey, and all information associated with said potential listings and/or customer, i.e. names, phone numbers and or addresses hereinafter referred to as "**Leads**". All **Leads** shall be communicated in writing from the **SLWRERC** to the **Broker**. Once a **Lead** has been referred to the **Broker**, the **SLWRERC** shall have no further duties or obligations with respect to the transaction or subject of the **Lead**, except to refrain from interfering with later activities by any and all other parties as contemplated under this Agreement. **SLWRERC** will not discuss motivation or financial information with a potential **Lead** or take any other action that would create an agency relationship.
3. The **Broker** shall refer all **Leads** to a duly licensed Real Estate Broker not employed by the **Broker**, hereinafter referred to as the "Third-Party Broker". The Third-Party Broker shall be selected by the **Broker** in its sole discretion, while considering all relevant facts, including, but not limited to the geographic area serviced by the Third-Party Broker and the preference, if any, of the **SLWRERC**. Thereinafter, the **SLWRERC** will be advised of the identity of the Third-Party Broker to whom the **Lead** has been referred.
4. The **SLWRERC** agrees to conduct his/her business so as to conform to and abide by all laws, rules and regulations that may be binding upon or applicable to real estate **SLWRERC** licensed in the State of New Jersey (including, but not limited to any "No Call List" proscriptions, "No Fax List" proscriptions and the like), as well as the National Association of REALTORS® Code of Ethics, and act in other regards in accordance with the highest professional standards. The **SLWRERC** shall pay all applicable licensing fees to the State of New Jersey or Any other authority as required by law in a timely manner to the **Broker**.



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5. The **SLWRERC** acknowledges that the **Broker** has been retained solely to provide real estate referral services and that the **Broker** will not actively participate in the sale, purchase or leasing of the property.
 6. The **SLWRERC** acknowledges and recognizes that a commission will only be paid by **Broker** to **SLWRERC** if a commission is paid to the **Broker** arising out of a closing or lease involving a **Lead** provided by **SLWRERC**. For example, if **SLWRERC's Lead** works with several real state licensees and purchases a property through a licensee to whom the **Broker** has not made a referral, neither **Broker** nor the **SLWRERC** will be paid a commission hereunder. **Broker's** decision to pursue a commission, whether through arbitration, litigation or otherwise shall be final, and binding of **SLWRERC**, and not subject to review, except as otherwise provided in this Agreement.
 7. The **SLWRERC** recognizes that the **Broker** does not and will not maintain memberships in any Board of REALTORS or Multiple Listing Services, and this agreement shall not provide the **SLWRERC** with the membership in any such Board or Listing Service, or similar trade group. If any such Board or Listing Service charges the **SLWRERC** with any fees, dues or costs as a result of the performance by the **SLWRERC** hereunder, the **SLWRERC** shall be solely responsible to pay same.
 8. The **Broker** agrees to pay **SLWRERC** a commission of 70% of the first referral commission paid to the **Broker** less any expenses associated with collecting the commission from any transaction, which closes while **SLWRERC** has not terminated this Agreement. For example: Commission is \$1,000.00, \$700.00 shall be sent to **SLWRERC**, \$300.00 remains with the **Broker**. **Commission shall only be paid by Broker to SLWRERC is, as, and when commission is actually received from the Third-Party Broker and such commission paid to the SLWRERC will be based on the commission actually received by the Broker from the Third-Party Broker.** The **Broker** shall not be liable to the **SLWRERC** for any reductions to the commission agreed to by the Third-Party Broker at closing. Subsequent referral-generated commissions shall be paid as follows: 2nd referral Commission: 75%, 3rd + Commissions: 80%. The fee schedule shall reset with annual renewal unless otherwise agreed upon by **Broker and SLWRERC**.
- Broker** shall distribute commissions earned by the **SLWRERC** not later than ten (10) days after the receipt by the **Broker** of the commission or as soon thereafter as such funds have cleared the **Broker's** bank. The **Broker** is not liable to the **SLWRERC** for commissions not collected and any commission to the **SLWRERC** on expenses associated with the collection of a commission.
9. The **SLWRERC** acknowledges that he/she is not an employee or partner of the **Broker**, but an Independent Contractor with no rights of salary, pension, sick leave, sick pay, disability insurance, medical or any other insurances or other attributes of an employee relationship. The **Broker** shall not be liable to the **SLWRERC** for any expenses incurred by the **SLWRERC**, or for any of his/her acts. The **SLWRERC** shall not be liable to the **Broker** for any expenses from the operation of the **Broker's** business or expenses incurred by the **Broker**. The **SLWRERC** recognizes that there are no mandatory referral quotas to meet or any mandatory sales meetings to attend, and that the **SLWRERC** shall be solely responsible for errors and omissions insurance and any other insurance that may be advisable.
 10. Each party shall defend, indemnify and hold the other party harmless from any claims brought by a third party relating to any transaction referred to the **Broker** by the **SLWRERC** hereunder.
 11. Any disputes between the **SLWRERC** and **Broker** pertaining to this Agreement shall be decided by arbitration conducted by the American Association or its successor or such other similar organization. In the absence of such an association, the dispute shall be decided by an arbiter, selected by an attorney for the **Broker** and for the **SLWRERC** as **SLWRERC** and **Broker** may agree upon in writing, and such a decision shall be binding.



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12. This Agreement may be terminated by either party at any time upon written notice given to the other party. Such termination, however, shall not preclude the **SLWRERC** from receiving any commissions otherwise payable on **Leads** which ahs resulted in a contract to buy and/or and/or lease property which has not yet closed or where the lease has not yet been signed as of the date of termination.
13. Upon termination of the **SLWRERC's** relationship with the **Broker**, all **Leads**, prospects and/or referrals which the **SLWRERC** may have secured while performing under this Agreement shall remain the property of the **Broker** and no compensation due to the **SLWRERC** for future business relating to the lead.

(For example, if the **SLWRERC** generates a Lead for the sale of a house and directs this **Lead** to the **Broker**, then the **SLWRERC** would earn a commission upon the sale and closing of the house. Then, if in the future that **Lead** returns to the **Broker** or Third-Party Broker after the **SLWRERC's** relationship with the **Broker** has been terminated for a future sale and/or purchase and/or lease, then no commission would be due to the **SLWRERC** on any resulting transaction.)
14. The **Broker** reserves the right to use, and the **SLWRERC** irrevocably consents to the **Broker** using any information, files, data, or photographs or in relation to the **SLWRERC** relationship with the **Broker** notwithstanding the termination of this Agreement.
15. After termination of this Agreement, the **SLWRERC** shall not use any proprietary information gained form the files or business of the **Broker** to his/her advantage or to the advantage of any other person or entity.
16. Any changes to this Agreement will not be binding unless the changes are contained in writing and signed by the **SLWRERC** and the **Broker**.
17. This Agreement shall be construed in accordance with the laws of the State of New Jersey.
18. The **SLWRERC** agrees to abide by the rules promulgated by the New Jersey Real Estate Commission and all other applicable laws concerning **SLWRERC's** real estate brokerage-related activity limitations. See attached Addendum A, which is incorporated herein.

Date

Salesperson Licensed with a Real Estate Referral Company
(Signature)

Salesperson Licensed with a Real Estate Referral Company
(Print Name Clearly)

Date

Rosemarie Simila, Licensed Real Estate Broker
Real Estate Referral Pros, LLC



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REFERRAL AGREEMENT

Referring Broker: _____

Referring Agent: _____

Agency Address: _____

Agency Telephone: _____

Receiving Broker: _____

Receiving Agent: _____

Agency Address: _____

Agency Telephone: _____

Client Name & Phone #: _____

Current Address: _____

Property of Interest (if applicable): _____

Client is a Prospective (please check all that apply):

Buyer _____ Seller _____ Landlord _____ Tenant _____ Other _____

Compensation to the Referring Broker:

\$_____ OR _____ % of the commission that the Receiving Broker received in connection with the real estate transaction(s) for which the Referring Broker made this referral. All payments should be made by check payable to "Real Estate Referral Pros, LLC" within ten (ten) days of receipt of commission paid to Receiving Broker.

This Referral shall expire on: _____.

Referring Agent Signature/Date

Receiving Agent Signature/Date

Referring Broker Signature/Date

Receiving Broker Signature/Date



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ADDENDUM "A" - RESTRICTIONS UPON BROKERAGE ACTIVITIES OF A SALESPERSON LICENSED WITH A REAL ESTATE REFERRAL COMPANY

Pursuant to N.J.S.A. 45:15-3 of the New Jersey Real Estate Licensing Act, a SLWRERC is a natural person whose real estate brokerage-related activities are limited to referring prospects for the sale, purchase, exchange, leasing or rental of real estate to the broker through whom they are licensed. The New Jersey Real Estate Commission adopted the following regulation on SLWRERC that list the limitations upon brokerage activities of a SLWRERC and specific examples of brokerage activity in which a SLWRERC may not engage:

N.J.A.C. 11:5-6.10 Salesperson Licensed with a Real Estate Referral Company

(a) A Salesperson licensed with a Real Estate Referral Company real estate brokerage-related activities shall be limited to:
Directing prospects to websites and other sources of information on real estate matters generally available to the general public; and

1. Referring prospects for the sale, purchase, exchange, leasing or rental of real estate to the real estate broker through whom they are licensed as a Salesperson Licensed with a Real Estate Referral Company or, should that broker authorize the Salesperson Licensed with a Real Estate Referral Company to do so, to another real estate licensee. In all cases where referrals are made pursuant to such an authorization, the LSWRERC shall provide written or electronic notice to his or her broker or to that broker's designee, who shall be a broker-salesperson or salesperson licensee, at the time the referral is made. In accordance with N.J.S.A. 45:15-16, all compensation payable to a Salesperson Licensed with a Real Estate Referral Company for any referral shall be paid by the broker through whom the Salesperson Licensed with a Real Estate Referral Company is licensed.

(b) A Salesperson Licensed with a Real Estate Referral Company shall not be employed or licensed with more than one real estate broker at any given time.

(c) No person shall be simultaneously licensed as a Salesperson Licensed with a Real Estate Referral Company and a real estate broker, broker-salesperson or a salesperson in this state.

(d) Salesperson Licensed with a Real Estate referral Company shall not engage in prohibited brokerage activity for their broker or others, and shall not receive compensation from their broker or any other person for engaging in prohibited brokerage activity. For the purposes of this section, prohibited brokerage activity includes, but is not limited to, the following:

1. Negotiating the purchase, sale or exchange of an interest in real estate;
2. Leasing or renting or offering to lease or rent any interest in real estate;
3. Collecting rents for the use of real estate or any other monies;
4. Negotiating commissions or compensation rates and otherwise negotiating or signing listing or buyer-brokerage agreements;
5. Negotiating or signing contracts of sale or leases of real estate;
6. Accepting funds of others to be held by a real estate broker acting in that capacity or as an escrow agent or as the temporary custodian of the funds of others in a real estate transaction;
7. Conducting a public or private competitive sale of land or any interest in lands;
8. Negotiating, assisting in, or directing, the closing of any transaction which results in or is contemplated to result in the sale, exchange, leasing, renting or auctioning of any real estate.
9. Negotiating, offering, attempting to, or agreeing to negotiate a loan secured or to be secured by a mortgage or other encumbrance upon transfer of any real estate;
10. Conducting showings or open house presentations of properties.
11. Participating in expositions, marketing shows or other presentations where information on specific properties or real estate interests marketed through a common promotional plan, including but not limited to planned unit developments, is provided to the public;
12. Providing information on listings, either in person, or through electronic communication including telephone and the internet, beyond the information which SLWRERC are permitted to provide with respect to websites and other sources of information as referenced in (a) above; and
13. Producing or presenting comparative market analyses or similar studies of real estate.

By signing this Independent Contractor Agreement and initialing this Addendum "A" to certify receipt, the Salesperson Licensed with a Real Estate Referral Company is acknowledging receipt of this Addendum and that he/she will be guided by these provisions with respect to the permissible and prohibited brokerage activities of a Salesperson Licensed with a Real Estate Referral Company.

Initials

Date