



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

**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 appliable 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