

Independent Contractor Agreement



**Referral
Group
Incorporated**

2275 Hwy. 33, Suite 305
Hamilton Square, NJ
08690
609-452-0123
www.referralgroupinc.com

Made this _____ day of _____, 20____ between REFERRAL GROUP, INC., having its principal office at 2275 Hwy. 33, Suite 305, Hamilton Square, NJ, hereinafter called the BROKER, and _____, residing at _____, hereinafter called CONTRACTOR.

WHEREAS, the BROKER is duly licensed as a Real Estate Broker in the State of New Jersey and maintains an office properly equipped and staffed by employees suitable to render service to the public, and

WHEREAS, the CONTRACTOR is duly licensed as a Real Estate Salesperson and properly qualified to solicit real estate for sale or exchange,

WHEREAS, it is deemed to be to the mutual advantage of the BROKER and CONTRACTOR to form the association during the period of the association and for good and valuable consideration.

1. **TERM:** This Agreement shall be for a period of one (1) year from the effective date written above and shall automatically be renewed for additional one (1) year periods upon the timely payment by CONTRACTOR of the agreed upon fees unless terminated as set forth in Section 7 below.

2. **INDEPENDENT CONTRACTOR:**

A. CONTRACTOR shall be deemed to be an Independent Contractor. CONTRACTOR shall be free to dispose of such portion of his entire time, energy, efforts and skill, as he sees fit. CONTRACTOR shall not be required to keep definite office hours, attend sales meetings or training sessions, adhere to sales quotas or participate in "floor time". CONTRACTOR shall not have mandatory duties except those specifically set out in the Agreement. Further, CONTRACTOR shall establish his own endeavors. Nothing contained in this paragraph shall be regarded as creating any relationship (employer/employee, joint venture, partner, shareholder) between the parties other than as set forth herein. CONTRACTOR shall not receive any benefits from BROKER whatsoever.

B. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for Federal tax purposes.

C. The CONTRACTOR understands that he/she may work as a referral agent only. The CONTRACTOR may not sell or list real estate. The CONTRACTOR must refer all sales and listing leads to the Real Estate Agency and Salesperson of his choice. The CONTRACTOR may not distribute business cards that indicates that he/she is affiliated with any other real estate agency other than Referral Group Inc. When making a referral it is the CONTRACTOR'S responsibility to secure a Percentage Referral Agreement with the receiving Real Estate Agency. All such Agreements must be in writing.

3. **BROKER RESPONSIBILITIES:**

A. BROKER agrees that in consideration of the commission split with the CONTRACTOR, it shall make available to CONTRACTOR all guidance necessary for the CONTRACTOR to carry out his/her referral business.

B. All commissions payable to CONTRACTOR are negotiable, and will be collected by the BROKER and transmitted to CONTRACTOR within 10 days of receipt of same. The BROKER shall retain 20% of the commission received and the CONTRACTOR shall receive 80%.

4. **CONTRACTOR'S RESPONSIBILITIES:**

A. The CONTRACTOR shall conduct his business as to maintain and increase the good will and reputation of the BROKER, and the CONTRACTOR shall conform to all laws, rules, regulations, and codes of ethics that are applicable to real estate salespersons and further agrees to abide by all rules and regulations concerning the operation of the BROKER'S business, which the BROKER may impose from time to time. CONTRACTOR shall be an Independent Contractor and not an employee or partner of the BROKER.

B. The CONTRACTOR agrees to devote his time and render his service to the best of his ability in the transaction of the business of the BROKER.

C. CONTRACTOR shall be responsible for all expenses including, but not limited to, automobile, travel, insurance, entertainment, food, lodging, license fees and dues, income taxes, withholding taxes and the like, which may result from his being licensed and associated with BROKER. Under no circumstances shall BROKER be responsible for any expenses whatsoever.

D. The BROKER shall not be liable to the CONTRACTOR for any expenses incurred by him, nor shall the CONTRACTOR be liable to the BROKER for office help or expenses and the CONTRACTOR shall have no authority to bind the BROKER by any promise or representation unless specifically authorized in writing to do so. Any expense paid for attorneys fees incurred in suits for commission shall be paid by the parties in the same proportions as their respective shares of commissions. Only the BROKER shall have the right to retain an attorney to institute suits for commissions.

E. CONTRACTOR shall not hire, employ, contract with or for, retain, license or sponsor any "subagent(s)".

5. **FINANCIAL OBLIGATIONS:**

A. **MEMBERSHIP FEE;** payable by CONTRACTOR to Referral Group, Inc. in the amount of \$100.00 annually; membership fee is due each year upon the anniversary date of CONTRACTORS Agreement with BROKER. Membership fee is non-refundable.

B. **NEW JERSEY REAL ESTATE COMMISSION:** Any required governmental fees are the responsibility of the CONTRACTOR, not the BROKER.

6. LIABILITIES AND INDEMNIFICATION:

The BROKER shall not be liable to CONTRACTOR for any expenses by CONTRACTOR, nor shall CONTRACTOR have authority to bind the BROKER by any promise or representations, unless specifically authorized in advance and in writing by BROKER. From time to time, claims, complaints or litigation involving the BROKER may arise directly from the activities of CONTRACTOR. CONTRACTOR agrees to pay all costs and expenses incurred by the BROKER in defending or satisfying any claim or judgment assessed against the BROKER due to CONTRACTOR'S activity. Further, CONTRACTOR agrees to pay all legal fees. The BROKER reserves the right to select the attorney(s) and reserves the right to defend any such complaint, claim or litigation as it, in its sole discretion, sees fit. CONTRACTOR shall indemnify and hold harmless BROKER from all fines, levies, suits, proceedings, claims, actions or causes of actions of any kind whatsoever including, but not limited to, all costs, court costs, litigation expenses and attorney fees arising from, growing out of, in connection with or incidental to CONTRACTOR'S activities and operation of a real estate business.

7. TERMINATION:

A. By BROKER with Cause. In the event CONTRACTOR fails to conduct his business in accordance with any applicable law or within the terms of this Agreement, the BROKER may terminate this Agreement immediately and without notice.

B. By either Party without Cause. Either party, without cause, may terminate this Agreement at any time upon the giving of written notice to the other.

C. Effect on Commission. CONTRACTOR shall be entitled to any commission on real estate transactions which were under contract prior to said termination date and such commission shall be paid to him only upon the closing and funding of any such transaction and the complete compliance by CONTRACTOR of all obligations under this Agreement. Payments of commissions to CONTRACTOR shall be subject to the provisions of this Agreement.

8. MISCELLANEOUS PROVISIONS:

A. Any notice required to be given pursuant to this agreement shall be given in writing and delivered in person or by Certified Mail Return Receipt Requested to the party entitled to receive notice at the address given above. Notices so mailed shall be deemed given as of the time of deposit in the United States Postal Service. Changes of address may be given in the same manner as other notices.

B. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all of the parties hereto; the parties acknowledge that this is the complete and final expression of their Agreement.

C. No waiver of any breach of any condition hereto shall constitute a waiver of any subagent breach.

D. This Agreement shall be governed and constitute in accordance with the laws of the State of New Jersey.

E. The invalidity or unenforceability of any particular word, sentence, paragraph, sub-paragraph, or provisions of this Agreement shall not effect the other words, sentences, paragraphs, sub-paragraphs or provisions of this Agreement and shall be interpreted in all respects as if such invalid or unenforceable parts were omitted.

F. This Agreement shall become binding and inures to the benefits of the parties hereto, their heirs, executors, administrators, successors and assigns.

G. The BROKER reserves the right to assign, pledge, hypothecate or transfer this Agreement, or its interest herein, provided that CONTRACTOR'S rights and privileges granted herein shall not be affected.

9. DISCLAIMER:

The success of the CONTRACTOR in the referral real estate service business is speculative and will depend on many factors including, to a large extent, CONTRACTOR'S independent business ability. CONTRACTOR has not relied on any warranty or representation written, printed or oral, expressed or implied, as to his potential success in the business venture contemplated hereby.

IN WITNESS WHEREOF, the parties hereto, after reading this entire Agreement, have executed this Agreement the day and year first written above.

BROKER – REFERRAL GROUP, INC.

CONTRACTOR (Signature)

Broker

X_____

SPONSOR: I/We agree to oversee the referral Activities of this associate and to notify REFERRAL GROUP INC. immediately if the ASSOCIATE is doing real estate business in any way other than as described in this contract.

STREET ADDRESS

SPONSORING ASSOCIATE

CITY/STATE

ZIP

SPONSORING BROKER

SOCIAL SECURITY #

TAX ID# _____

TELEPHONE #