



**Referrals-USA, Inc.**  
**11 S.E. 5th Street**  
**Boca Raton, Fl. 33432**



**INDEPENDENT CONTRACTOR AGREEMENT**

**Phone: 800-335-4449      Fax: (561) 362-8344**  
**www.referrals-usa.com**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Referrals-USA, Inc. ( Hereinafter referred to as "Referrals-USA") located at 11 S.E. 5th Street, Boca Raton, Fl. 33432 and

\_\_\_\_\_, License Number: \_\_\_\_\_ (hereinafter referred to as "Contractor") residing at \_\_\_\_\_.

WHEREAS;

- A. The Referrals-USA is a real estate broker, duly licensed by the State of Florida;
- B. Contractor is duly licensed as a real estate salesperson or broker by the State of Florida;
- C. Contractor is not actively engaged in the principal vocation of real estate transactions
- D. Contractor wishes to enter into an agreement with Referrals-USA to allow contractor to be licensed to Referrals-USA;
- E. Broker does not maintain Errors & Omission coverage in connection with this Brokerage

NOW THEREFORE in consideration of the mutual promises and mutual covenants contained in this agreement , the parties agree as follows:

1. Referrals-USA shall license Contractor for purposes of the licensing statutes and regulations.
2. Contractor agrees that while this agreement is in effect, Contractor shall not: list any real estate for sale, exchange, lease, rent, or represent prospective buyers or sellers in the sale or purchase of real estate. Nor shall Contractor engage in the property management business, except as to that real estate which is actually owned or being purchased by Contractor, in the State of Florida.
3. It is expressly agreed and understood between the parties that Contractor is not to be treated or otherwise considered as an employee of Referrals-USA for federal tax purposes or any other purposes. It is agreed and understood between the parties that Referrals-USA will not withhold or pay over on behalf of the Contractor any amounts relating to federal, state, or local income taxes, unemployment compensation, workers' disability compensation or assume any other obligation which would be imposed upon an employer. Contractor and Referrals-USA agree and understand that Contractor is solely responsible for the timely reporting and payment of all income taxes and other governmental liabilities for income earned by Contractor, which responsibility is not born nor shared by Referrals-USA in any manner whatsoever.
4. Except as specifically provided in this Agreement or permitted by law, Contractor is free to render services for any other person, partnership or corporation during the term of this Agreement.
5. Contractor expressly acknowledges that Referrals-USA and Contractor are governed by the provisions of the licensing statutes and regulations. Contractor agrees to abide fully in all respects with all provisions of those statutes and respects with all provisions of those statutes and regulations.
6. Referrals-USA shall not be liable to Contractor for any expenses incurred by him or her, or for any of his or her acts, and Contractor shall have no authority to bind the Referrals-USA by any promise or representation whatsoever.
7. Contractor agrees to complete the Referrals-USA referral form with the entire information required and submit it to Referrals-USA. Referrals-USA will forward the referral to any company or person in the referral or relocation business or to any cooperating licensed real estate agent/broker, selected by and at Referrals-USA's sole discretion.
8. Contractor agrees to indemnify and hold Referrals-USA harmless from any claim for damages asserted against Referrals-USA by reason of any act or omission by Contractor arising out of the performance of this Agreement, such indemnification to include reasonable attorney fees, cost and expenses incurred by Referrals-USA in defense if any such claim, or based upon any violation of any statute, ordinance or regulation. Contractor shall also indemnify Referrals-USA against any liability and loss in connection with and shall assume full responsibility for, payment of federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws, with respect to Contractor's performance of this Agreement.
9. Referrals-USA makes no guarantees as to potential commissions or money earned. Contractor will be responsible to keep their real estate license and continuing education requirements current and report any changes to Referrals-USA immediately.
10. The Term of this Agreement shall be for one (1) year and will be automatically renewed for further periods of one (1) year unless terminated in writing by one party or another, and upon renewal, Referrals-USA and Contractor agree that the then current

Initial: \_\_\_\_\_

(Continued on page # 2

Referrals-USA Agreement shall be adopted and the parties agree to be bound by the terms and conditions therein. Each year shall be considered a fiscal year. The anniversary of each fiscal year shall be deemed to fall on the month as outlined in paragraph 3 herein. This Agreement and the association created hereby may be terminated by either party, with or without cause, at any time upon fifteen (15) days written notice given to the other. The Non-Payment of dues, the failure to keep Contractor's license current or any violation of any statute, ordinance or regulation shall be considered a breach of this Agreement and cause for immediate termination and in such case, Referrals-USA may terminate this agreement without notice to Contractor.

11. It is understood that referral fees are negotiated through a separate agreements. The Contractor's earned referral income will be based on the gross commission collected by Referrals-USA on the side of the transaction that Contractor refers, calculated on the commission rate as listed below. Upon disbursement by the Escrow or Closing Agent to Referrals-USA, Referrals-USA will, upon receipt of and clearance of such funds in the Referrals-USA account, disburse the referral fee to Contractor.

12. Payment of dues are payable in May of each year. In the event that this agreement is terminated by either party, Contractor acknowledges and agrees that there will not be any reimbursement of any advance dues or fees paid by Contractor.

13: In consideration of Referrals-USA allowing Contractor to be licensed through Referrals-USA, Contractor acknowledges that the annual payment of dues shall be paid in addition to any referral fees earned by the Contractor. All dues shall be payable annually, in advance. Contractor shall be paid referral fees as referenced in the Program Chart below.

PROGRAM	COMMISSION RATE	ANNUAL DUES
<b>Silver</b>	<b>60 %</b> of gross referral fee received	<b>\$ 49.95</b>
<b>Gold</b>	<b>70 %</b> of gross referral fee received	<b>\$ 69.95</b>
<b><u>Platinum</u></b>	<b><u>80 %</u></b> of gross referral fee received	<b><u>\$ 89.95</u></b>

Contractor may choose to change their program at time of renewal only. Upon termination of Contractor, referral fees on any sales and/or listing will be paid only on contracts which have been fully executed, prior to termination, and upon receipt of the commission by Referrals-USA.

Notice to Referrals-USA shall be to the address as listed in this agreement. Any change of address of Referrals-USA will be delivered to Contractor by written notice. All payments and any communications which may be or are required to be given to Contractor shall be in writing and delivered to Contractor by mail to the last home address appearing in the records of Referrals-USA.

This Agreement supersedes all understanding and/or prior agreements and constitutes the entire agreement between Referrals-USA and Contractor. Contractor has not relied on any warranty or representation written, electronically posted, printed, oral, express or implied, as to Contractor's potential success in the business venture contemplated hereby.

This Agreement is personal to Contractor and no rights or obligations of Contractor under this Agreement shall be assignable by Contractor. Referrals-USA may assign its rights and obligations under this Agreement to any successor to the business of Referrals-USA or any part of its business, and Referrals-USA shall be relieved of all obligations under this Agreement arising subsequent to the date of the assignment. Contractor acknowledges having read and understood the foregoing prior to signing it and acknowledges being in receipt of a fully executed copy of this Agreement.

No waiver of any breach of any condition herein shall constitute a waiver of any subsequent breach.

This Agreement shall be governed and construed in accordance with the laws of the state containing the Referrals-USA office first listed

**PROGRAM OPTION:** I have selected the \_\_\_\_\_ Program and my commission rate is \_\_\_\_\_ %, and will be agree to pay Referrals-USA, Inc. an annual membership fee in the amount of \$ \_\_\_\_\_ .

\_\_\_\_\_  
Contractor : (Signature) \_\_\_\_\_ Dated: \_\_\_\_\_

Referrals-USA, Inc.

BY: \_\_\_\_\_ Dated: \_\_\_\_\_