

Independent Contractor Agreement

Referall (Broker) and _____
First Name Middle Initial Last Name

(Licensed Agent) who will do business as a referring agent, hereby agree as follows:

1. INDEPENDENT CONTRACTOR STATUS. Referring Agent agrees to work for Broker as an Independent Contractor, and not as an employee.

2. LICENSING AND STANDARDS. Referring Agent is and shall remain licensed and in good standing with the Arizona Department of Real Estate, throughout the term hereof. Referring Agent will exert his/her best efforts in all activities and will always conduct him/herself in full compliance with the statutes and Rules of the Department of Real Estate, and in a way which reflects the high standards of the Broker.

3. REFERRING AGENTS ROLE. Referring Agent understands that they are in no way involved in the real estate transaction and will not represent themselves or lead others to believe otherwise

4. COMPENSATION AGREEMENT. As commissions are earned by Broker through the efforts of Referring Agent, 100% of any and all such compensations shall be paid to Referring Agent by Broker promptly after receipt and processing, less any amounts owing to Broker, subject to the provisions below. Referring Agent further agrees:

SET PLAN. Referring Agent will pay Broker an annual fee of \$99.00. A fee of \$99.00 will be withheld by and compensation paid to Broker for each closed referral transaction. Balance goes to Referring Agent.

SPLIT PLAN. Referring Agent will pay Broker an annual fee of \$25.00. There is an 80/20 split, 80% going to the Referring Agent, 20% will be withheld and paid to the Broker for each closed referral transaction.

5. PROMOTIONAL MATERIALS. The Referring Agent shall have the option of ordering business cards provided the Broker gives to the Referring Agent prior approval, in writing, as to the content and design of said business cards. The Referring Agent shall provide the Broker with copies of all business cards.

6. TAXES AND WORKMAN'S COMPENSATION. Referring Agent understands and agrees that, because Referring Agent is an Independent Contractor and not an employee of the Broker, **Broker will not withhold** any Federal or State Income Tax, Social Security (FICA) or Unemployment (FUTA) taxes from Referring Agent's compensation paid. Referring Agent is personally responsible for paying any and all Federal and State Income, Social Security, and other taxes, and for maintaining all expense records as required by law, and represents to Broker that all such amounts will be withheld and paid. Referring Agent shall indemnify and hold Broker harmless from any liability or costs thereof. Referring Agent further understands and acknowledges that Broker provides **NO** Workman's Compensation coverage. Referring Agent hereby specifically waives such coverage and represents to Broker that he/she understands that, if Referring Agent desires such coverage, Referring Agent must personally obtain such coverage directly from the State of Arizona or an insurance carrier.

7. HOLD HARMLESS. Referring Agent agrees to indemnify and hold harmless the Broker against any and all liabilities, obligations, assessments, suits, actions, proceedings, claims or demands asserted against the Referring Agent., or any judgments, damages, losses, including negligence or breach of or default in any provision of this agreement. The Broker reserves the right to determine whether or not any litigation or dispute shall be prosecuted, defended, compromised or settled or whether or not legal expense shall be incurred. Should Referring Agent request or the Broker require that the Broker provide assistance or services necessary to resolve any actual or potential complaint or claim against Referring Agent by any person, Referring Agent shall be subject to a ninety-five Dollar (\$95.00) per hour fee for such assistance or service.

8. ATTORNEY'S FEES. In the event of any action or proceeding brought by either party against the other under this agreement the prevailing party shall be entitled to recover for court costs and the fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable as attorney's fees. In addition, should it be necessary for the Broker to employ legal counsel or collection agency to enforce any of the provisions herein contained, the Salesperson agrees to pay all attorney's fees, collection agency fees, and court costs reasonably incurred.

9. ADDENDA. The following Addenda are hereby incorporated into this agreement: _____

CHOICE OF ENROLMENT:

By signing below, I choose to enroll in Referall:

____ **SET PLAN.** \$99.00 annual fee -- \$99.00/transaction fee to Referall (Agent keeps the balance)

____ **SPLIT PLAN.** \$25.00 annual fee – 80/20 (80% to Referring Agent – 20% to Referall)

Referring Agent, by signing below, accepts the terms of this Contract and acknowledges receipt of a copy hereof:

Referring Agent _____ SSN _____

Address: _____

City, State, Zip _____

Phone: _____ Cell: _____

Fax: _____ E-Mail Address: _____

Witness this _____ Day of _____, 20 _____

Referall Real Estate Referrals, LLC
Broker