

# STATEWIDE REFERRAL AGENCY, INC.

INDEPENDENT CONTRACTOR AGREEMENT FOR REFERRAL ASSOCIATE LICENSED IN NEW JERSEY

This agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2011,  
between STATEWIDE REFERRAL AGENCY, INC. a New Jersey Corp., herein referred to  
as "SRA" and \_\_\_\_\_ (the "Associate").

**WHEREAS**, SRA is duly registered and licensed as a Real Estate Broker in the State of New Jersey and maintains an office therein; and,

**WHEREAS**, the Associate is duly licensed by the State of New Jersey as a real estate salesperson or broker-salesperson; and,

**WHEREAS**, it is deemed to be to the mutual advantage of SRA and Associate to form the association hereinafter agreed to under the terms and conditions hereinafter set out;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

**REFERRAL RELATIONSHIP**-SRA and Associate hereby established an independent contractual relationship whereby Associate shall refer real estate brokerage transaction to SRA in accordance with the law. Associate shall refer buyers and sellers of real estate to SRA. SRA will place all referrals with a real estate company that it determines can best service the lead.

**INDEPENDENT CONTRACTUAL RELATIONSHIP**-It is the intention of the parties to establish an independent contractual relationship rather than a hiring or employment. Associate shall retain sole discretion and judgement as to the manner and means of obtaining the referrals to be given to SRA, subject to applicable law and the terms of this agreement. Associate will obtain prior approval of all advertising including advertising using SRA name. Associate shall not render referral or other services to any other real estate broker during the term of this Agreement, nor engage in any other real estate activities for which a license is required either alone or in concert with other. Associate agrees with respect to any transaction referred to SRA that he/she will perform no other service for compensation whether or not such service is a "real estate" activity for which a license is required.

**PAYMENT OF TAXES**-Associate will not be treated as an employee for federal or state tax purposes with respect to the services rendered under this Agreement. SRA shall, to the extent it is legally required to do so, file all necessary tax information and reports with the federal, state, and local taxing authorities, including an Internal Revenue Service Form 1099, to report the income of Associate arising under this agreement. SRA shall not withhold or pay compensation, or unemployment Insurance payments, and any other assessments or taxes from the referral fees of Associate unless required to do so by law notwithstanding the independent contractual relationship of the parties. Associate represents and warrants the Associate will report all income earned from SRA pursuant to this Agreement and pay all federal, state and local income and self employment taxes and other assessments required to be paid under the law. The Associate acknowledges that he/she is not an employee not partner, but a referral sales associate with an independent contractor status, with no rights to workmen's compensation, salary, pension, sick leave, sick pay or other attributes of an employee relationship.

**CONDUCT OF ASSOCIATE**-Associate agrees to conduct any activity requiring a real estate license strictly in accordance with this agreement and policy of SRA and the rules and regulations of the New Jersey Real Estate Commission, conforming at all times to the highest ethical and professional standards. Associate further agrees to limit real estate activity to providing referrals to SRA and will not solicit listings or offers, show properties, or prepare or negotiate contracts for the sale or lease of real property. Associate shall only refer all prospective buyers and sellers in the manner prescribed by SRA. Associate will not create or impose any liability on SRA or any of its related entities. The Associate fully understands that he/she will not be permitted to list or sell, but only to act in the capacity of a source of referrals. The Associate recognizes that there are no mandatory referral quotas or any mandatory sales meetings to attend and that the Associate has his/her own responsibility to purchase a license, to pay his/her own trade association dues and all other expenses necessary, and to pay and maintain his/her own hospitalization or whatever other insurance he/she may choose to maintain.

**RESPONSIBILITIES OF SRA**-SRA agrees to coordinate with cooperating brokers for the follow-up necessary to fulfil the terms of this agreement; provide confirming data to Associate regarding each referral and pay promptly to Associate upon receipt by SRA the fees resulting from successful referral from Associate as provided in this agreement. SRA shall not be liable to Associate for any fees not collected by SRA nor shall SRA be obligated to pursue collections of any such fee on behalf of Associate.

**COSTS AND EXPENSES**-Associate shall pay all of his/her costs and expenses incurred in performing services under this agreement, including but not limited to: All fees required by the State of New Jersey and the New Jersey Real Estate Commission. Associate will transfer his/her real estate license to SRA as required by the State of New Jersey; Any approved mailing pieces; Telephone and transportation costs; Annual fee of \$75.00 if receiving invoices by email or \$85.00 if receiving invoices by mail to be refunded upon the first closed transaction of the calendar year in which the fee is paid; Any other expenses incurred as a result of real estate activities undertaken pursuant to this agreement.

**REFERRAL FEE**-Associate shall be entitled to a commission of one-half of the amount actually received by SRA on any sale or lease referral to SRA by Associate. In addition to this commission, SRA plans to offer a bonus for referrals made by Associate. The details of the bonus plan in effect at any time will be provided to Associate separately. SRA reserves the right to modify or eliminate the bonus plan at any time in the discretion of SRA. In no event shall SRA be liable to Associate for a share of commissions not received by SRA, nor shall Associate be entitled to any advances or payment from SRA upon commissions not yet received. It is understood and agreed that Associate's only remuneration for the services being rendered under this Agreement is Associate's share of the commission paid by the parties from particular real estate transaction. SRA shall have the exclusive right to determine whether to commence litigation to collect a commission or to settle any such litigation or dispute as to commission due. If legal action is commenced by SRA to collect a commission, the amount of commission due to Associate will be reduced by Associate's proportionate share of legal fees and cost of suit.

**LICENSING**-SRA will maintain its broker's license with the State of New Jersey. Associate agrees at his/her sole cost to maintain an Associate's real estate license in good standing and designate SRA as the company with whom Associate is working, including, but not limited to, payment of annual fee to the State of New Jersey.

**TRADE ASSOCIATIONS**-Associate acknowledges that he/she has been informed by SRA that SRA is not a member of any trade associations or REALTOR® board and/or any multiple listing service and has no intention of becoming such a member and SRA anticipates that the scope of its operation shall be limited to the referral of potential sellers and buyers of real estate to other licensed brokers. In the event that any such trade association or REALTOR® board shall claim that the Associate is required to pay any fees, dues or costs as a result of the performance by the Associate under this agreement, the Associate shall pay the same.

**AUTHORIZED TRANSACTIONS**-Associate shall have no authority to bind SRA by any promise, statement or representation unless specifically authorized to do so in writing by SRA as to a particular transaction. SRA shall not be liable to Associate or responsible to other persons or entities for any expenses incurred by Associate or for any of Associate's acts, except as specifically required by law.

**INDEMNIFICATION**-Associate shall indemnify and hold SRA harmless from any and all claims, costs, demands liabilities, and/or judgements, including reasonable attorney's fees, incurred in investigating and defending any claims or demands, arising out of the activities of Associate pursuant to this Agreement, including, without limitation, acts which may be deemed to be outside the scope of this Agreement for which a claim is made against SRA.

**TERMINATION AT WILL**-It is mutually agreed that contract may be terminated by either party thereto at any time upon written notice given to the other without cause at any time. Such termination, however, shall not divest the Associate of any rights to commission earned on sold referrals under contract but not yet closed at the of such termination. No commission will be paid on renewals or options to purchase which are exercised after Associate has terminated his/her agreement with SRA. Upon termination of the Associate's relationship with SRA, all prospects and referrals which the Associate may have secured during this association with SRA shall remain the property of SRA and no compensation shall be due to the Associate except as stated in this paragraph.

**CONFIDENTIAL INFORMATION**-Associate acknowledges that all listings and sales information pertaining to clients of SRA and any and all correspondence, papers, documents, and other materials furnished to Associate by SRA are confidential business information and the property of SRA. In the event Associate is terminated for any reason, Associate shall not disclose or use to Associate's own advantage, or to the advantage of any other person or entity, and information concerning SRA, including, but not limited to its clients, customers, properties, prices, policies, or relationships and will not remove any item belonging to or associate with SRA.

**IN WITNESS WHEREOF**, this Agreement has been executed on the date first above written.

BY: \_\_\_\_\_  
REFERRAL ASSOCIATE

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
STATEWIDE REFERRAL AGENCY, INC.

DATE: \_\_\_\_\_