

REAL ESTATE REFERRAL AGENT AGREEMENT

THIS REAL ESTATE REFERRAL AGREEMENT ("Agreement") dated this _____ day of _____, 20____, (Effective Date") is between Hang and Refer, LLC, a real estate brokerage whose office is at 19627 SW 15th Avenue, Newberry, Florida 32669 and Florida DBPR License Number is: _____ ("Broker"), and whose address is: _____, and Florida DBPR License Number is: _____, ("Contractor").

BACKGROUND

1. Broker is a real estate broker that engages the services of licensed real estate sales associates for the purpose of obtaining real estate sales commission revenues by generating referrals to listing and selling brokers who are not affiliated with Broker.

2. Contractor is a real estate sales associate licensed by the Florida Real Estate Commission the wishes to participate in real estate sales commissions by referring potential real estate sales customers to a licensed broker.

AGREEMENT

Broker and Contractor agree as follows:

1. **Independent Contractor.** Contractor is an independent contractor. Contractor's working hours are discretionary and Contractor need only devote such portion of Contractor's time and energy as Contractor deems appropriate to the furtherance of Contractor's independent business of providing Referral Agent services to Broker. All costs and obligations incurred by Contractor in conducting Contractor's independent business shall be paid solely by the Contractor, who will hold Broker harmless from any and all costs and obligations.
2. **Referral Agent Services.** Contractor's services are limited to that of a Referral Agent. Contractor will provide Broker with contact and other information regarding potential customers for the sale or purchase of real estate ("Leads"). After providing Leads information to Broker, Contractor shall have no further duties or obligations with respect to the Leads and will refrain from interfering in the later activities of Broker and other parties with respect to the Leads. While Broker will endeavor to accommodate Contractor's preferences with respect to the selection of the other real estate brokerage firm to provide brokerage services to the Leads, Broker reserves the sole discretion to make this selection. Contractor is specifically prohibited from negotiating referral commissions. This is a right reserved to the Broker. While providing Referral Agent services under this agreement, **Contractor shall not serve in the capacity of a licensed real estate agent for the purchase or sale of any property and shall not solicit listings of any brokerage firm.** Contractor may only sell its own owner occupied or investment property through FSBO or referral through this Agreement. Contractor may purchase real property only through this agreement. Broker does not, and will not, maintain membership in any Boards of Realtors or Multiple Listing Services.

3. Contractor Compensation. Broker's sole financial obligation to Contractor shall be to distribute to Contractor portions of the sums that are actually received by Broker as a result of closed real estate transactions from Leads provided by Contractor. The distributions will be made as follows:

a. Contractor will receive _____% of the total referral commissions received by Broker up to the industry standard 25% referral commission fee. Broker is entitled to retain any amount that is above the industry standard 25% referral commission fee. **Broker is entitled to retain a minimum of \$100.00 per closed transaction.**

b. Referral fees will be distributed to Contractor no later than 10 business days after receipt by Broker, or as soon as such funds have cleared Broker's bank account.

c. If a situation arises where multiple parties are entitled to participate in a referral commission fee, the fee will be divided as stipulated in writing in an agreement signed by all the parties involved.

d. Broker is not liable to Contractor for any referral commission fees not collected. Any expenses associated with the collection of a referral commission fee shall be shared between Broker and Contractor in direct proportion to the right to participate in the referral commission fee.

e. In addition to the referral commission fee to be paid under 2.a., Contractor will receive 5% of the net referral commissions received by a "Team Member" which is a licensed real estate sales person you recruited and referred to Broker, (a "Tier One Referral"). A Tier One Referral is further defined as a Team Member referred directly by Contractor to Broker. Broker will not be obligated to pay this additional referral commission fee for tier two or lower tier referrals. A Tier Two Referral is a participating contractor referred by a Team Member on Contractor's team. Contractor will provide a written notice to Broker when referring a contractor to Broker.

4. Broker Participation Fee. Contractor agrees to pay Broker a participation fee of \$14.99 per month for 12 months. Thereafter, Contractor agrees to continue to pay Broker a participation fee of \$14.99 per month, or any portion thereof, while this agreement is in full force and effect.

5. Compliance. Contractor shall remain licensed and in good standing with the Florida Real Estate Commission ("Real Estate Commission"). Contractor will, in all ways, conduct him/herself in full compliance with the Statutes and Rules of the Real Estate Commission, and in a way, which reflects the high standards of the Broker. Contractor acknowledges receipt of Broker's office policy manual and agrees to comply with its terms which are incorporated in this Agreement by reference.

6. Confidentiality. Contractor acknowledges that in the course of providing Referral Agent services, Contractor will obtain or be exposed to confidential information of Broker. By way of example, this confidential information includes: (a) names, addresses, contact information, financial information, and any other information regarding Broker clients, and any lists or databases containing such information; (b) information regarding offers or pending transactions under any contracts; (c) information relating to

the financial condition of Broker; (d) information regarding Broker's commissions or commission structures; and (e) information regarding Broker's competitive business strategies, systems and methodologies. Contractor further acknowledges and agrees that all such confidential information is proprietary to and is a valuable, special, confidential and unique asset of Broker, that Broker has taken and is taking reasonable steps to preserve the confidentiality and value of such confidential information. During the term of this Agreement and at all times thereafter, Contractor shall treat and maintain all confidential information in strict confidence and shall not publish, disseminate, divulge or otherwise disclose any such information to third parties for any reason or purpose whatsoever, without the prior written consent of Broker, which may be withheld by Broker in its sole and absolute discretion. Contractor shall not use any confidential information except to the extent necessary or required during the term of this Agreement to perform Contractor's duties to Broker. Upon termination of this Agreement, for whatever reason, Contractor shall promptly deliver to Broker all such confidential information in any way relating to Broker or any affiliate of Broker which are then in Contractor's possession or control, whether prepared by Contractor or by others and including all copies thereof. Contractor agrees that the unauthorized use or disclosure of Broker's confidential information may cause irreparable harm to the Broker and Broker is entitled to equitable relief to enjoin threatened or actual unauthorized use or disclosure of Broker's confidential information.

7. Errors and Omissions Insurance. Contractor is currently covered by the Broker's group E&O policy. This policy is a "going forward" policy which DOES NOT cover Contractor for past acts prior to contracting with Broker. Contractor may independently obtain additional E&O insurance which does cover past acts. Contractor understands that he/she is responsible for payment of the deductible amount for each Errors and Omissions claim. Contractor shall immediately notify Broker of any circumstances likely to give rise to any kind of claim or complaint against Contractor and/or Broker. In the event of a claim, lawsuit, license complaint or arbitration demand which is not wholly covered by insurance shall be the responsibility of the Contractor.

8. Indemnification. Contractor agrees that for all actions taken by Contractor during his/her contractual relationship with Broker, Contractor will forever indemnify and hold harmless Broker, as well as its employees, agents, members, managers, family members, heirs, shareholders, successors, and assigns, from any and all claims, complaints, causes of action, demands, damages and liabilities of every kind whatsoever, whether known or unknown, including without limitation any action, omission, negligence or any other basis of liability or complaint, in any form or forum, brought by any third party against Broker. No action or complaint related to or arising out of a real estate transaction in which Broker was involved may be brought by Contractor against any party, in any forum, without the prior written consent of the Broker, which may be granted or withheld in Broker's sole subjective direction.

9. Termination. The term of this Agreement is indefinite. Either party may terminate this Agreement at any time by providing written notice to the other party. In the event that Contractor terminates his/her contractual relationship with Broker for any reason, all outstanding referrals that: (i) were obtained through the efforts of the Contractor during

the term of this Agreement, and (ii) are not under contract to purchase or sell, shall stay with Hang and Refer LLC. Broker shall retain all rights and ownership of any referrals obtained by Contractor that are under contract to purchase or sell. Broker will distribute Contractor Compensation as outlined in Paragraph 3 above so long as Contractor has an active license with Florida DBPR at the time of payment. In the event Contractor's license is inactive, the Broker is not obligated to pay any compensation to Broker. Notwithstanding the foregoing, if Contractor violates this Agreement, Broker may terminate this Agreement immediately for cause and without advance notice. In which case Broker shall retain all rights and ownership of any referrals obtained by Contractor that have not yet closed for a period of 60 days after this Agreement is terminated. Contractor specifically agrees to continue to fully cooperate with Broker as necessary to resolve or complete any transactions, claims or disputes which are pending at the time, or which arise after Contractor's contractual relationship with Broker terminates, related to or arising from Contractor's contractual relationship with Broker, and Contractor shall indemnify and hold Broker harmless from all such matters.

10. Contractor Payment of Taxes. Contractor understands and agrees that, because Contractor is an Independent Contractor and not an employee of Broker, Broker will not withhold any Federal or State income taxes, or Social Security (FICA) or Unemployment (FUTA) taxes, from Contractor's earned referral commission fees. Contractor is personally responsible for paying any and all Federal and State income, Social Security, Unemployment, and other taxes, and for maintaining all expense records of the same as required by law. Contractor represents to Broker that all such amounts will be paid when due. Contractor shall indemnify and hold Broker harmless from any liability or costs related to the payment of any such taxes. Contractor further understands and acknowledges that Broker provides No Worker's Compensation insurance coverage for Contractor's benefit. Contractor hereby specifically waives such coverage.

11. Intra-Office Dispute Resolution. In the event of a dispute involving two or more Contractors, all of whom are licensed with Broker, Contractor authorizes Broker sole and absolute discretion in resolving said dispute, and Contractor agrees to abide by the decision of the Broker. Contractor also agrees to hold harmless and indemnify Broker against any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including attorney's fees, arising from or relating in any way to the resolution of said dispute.

12. Entire Agreement. This Agreement constitutes the entire agreement between Contractor and Broker. All prior agreements between the parties, written or oral, are merged into this Agreement and shall be of no force and effect.

13. Notice. Any notice required to be given pursuant to this Agreement shall be given in writing and delivered in person or by certified or registered mail.

14. Disputes. This Agreement shall be governed and construed by the Laws of the State of Florida with venue being appropriate in Alachua County, Florida. In the event of any dispute between the parties arising out of or in any way related to this Agreement, or in any litigation to enforce the terms of this Agreement, the prevailing party shall be entitled, in addition to any other remedies, to recover its costs and reasonable attorneys' fees incurred in connection with such dispute or litigation.

15. Waiver. The waiver by Broker of a breach of any provision of this Agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor. No delay on the part of Broker in enforcing its rights under this Agreement shall operate or be construed as a waiver thereof.

16. Modification. 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.

17. Severability. The invalidity or unenforceability of any provision of this Agreement shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Agreement.

18. Assignment. Contractor shall not assign any or all rights hereunder, or delegate any duties hereunder, without the prior written consent of Broker, which may be given or withheld in Broker's sole and absolute discretion. 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.

19. Remedies. Broker may set off any obligations Contractor has to Broker against any Broker obligation to pay fees or other sums to Contractor. All remedies of Broker hereunder are distinct, cumulative, non-exclusive, and in addition to any other rights or remedies available at law, in equity, by statute or otherwise.

20. Post-Termination. All rights and remedies of Broker hereunder, and all unperformed covenants, agreements and obligations of Contractor, shall survive the termination of this Agreement.

**THE UNDERSIGNED AGREE TO THE TERMS AND CONDITIONS SET FORTH
ABOVE AND ACKNOWLEDGE RECEIPT OF A COPY HEREOF.**

CONTRACTOR

BROKER

Contractor signature

Broker signature

Printed name

Printed name and title

Date

Date