



INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) made this _____ day of _____, 20_____, is by and between ReferRealtySM (“Broker”), a real estate brokerage whose office is at 6000 FM 1241, Hamilton, Texas 76531, and _____ (“ReferAgentSM”) whose address is _____.

RECITALS

1. Broker is a real estate brokerage which engages the services of real estate licensees for the purpose of generating referrals to listing and selling brokers, including those who are not real estate licensees with Broker; and,
2. Independent Contractor, by signing this Agreement, is assigned the title of ReferAgentSM, referred to herein as “Independent Contractor” and “ReferAgentSM”, and has been issued a real estate license by the Texas Real Estate Commission and is properly qualified to solicit real estate for sale or exchange, and desires to provide certain referral services that require such license to Broker, and Broker desires to engage ReferAgentSM to provide such services, as more fully set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, mutual covenants, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Independent Contractor. ReferAgentSM agrees to work for Broker as an Independent Contractor at arms-length, and not as an employee; however, ReferAgentSM understands that Broker is legally accountable for the activities of ReferAgentSM. All costs and obligations incurred by ReferAgentSM in conducting his/her independent business shall be paid solely by ReferAgentSM, who will hold Broker harmless from any and all costs and obligations. ReferAgentSM will act independently as to the management of his/her time and efforts, and will be responsible for timely payment of all of his/her own expenses, including but not limited to licensing, licensing renewals, required education and continuing education, cellphones, etc., as they are incurred. The working hours of the ReferAgentSM is discretionary and the ReferAgentSM only needs to devote such portion of his/her time and energy as ReferAgentSM deems appropriate for the furtherance of his/her business hereunder.
2. Referral Agent Services. ReferAgentSM agrees that he/she will be working exclusively in the capacity of a Referral Agent, meaning that ReferAgentSM shall only provide services relating to the referral of prospective clients to the Broker for the provision of real estate brokerage services, pursuant to the terms herein. ReferAgentSM shall not act as a listing broker (listing properties for sellers) or selling broker (showing properties to prospective buyers), or engage in any other real estate activities, unless otherwise specifically agreed to in writing by Broker.



ReferAgentSM shall not be affiliated with any Realtor's board (Local, State or National) nor pay dues to, or have access to any Multiple Listings Services provided by any Realtor's board. The ReferAgentSM may not distribute business cards that indicate that he/she is affiliated with any real estate agency other than Broker. The ReferAgentSM may only refer sales and listing leads to a Real Estate Agency and Salesperson who has executed a Broker-provided and approved Referral Agreement with Broker. When making a referral it is the responsibility of the ReferAgentSM to secure in advance a Referral Agreement which is signed by the receiving Real Estate Agency, delivered to the Broker, and accepted by Broker. All such Agreements must be in writing.

3. Compensation. Broker's sole financial obligation to ReferAgentSM shall be to distribute to ReferAgentSM those sums earned by ReferAgentSM that are actually received by Broker, at the rates set forth herein. Any such commissions earned by ReferAgentSM shall be paid to ReferAgentSM by Broker promptly after receipt and processing of completed file, less any amounts owing to Broker. Commissions shall only be paid to ReferAgentSM if:

A. ReferAgentSM has an up-to-date and signed Independent Contractor Agreement, Office Policy Manual, W-9 Tax Form and any other required human resources documentation on file with Broker;

B. ReferAgentSM is current on any commissions due to Broker; and

C. ReferAgentSM is not otherwise in breach or default of this Agreement.

The commission for ReferAgentSM shall be as follows:

- (1) 20% of the gross commission received by their buying/selling agent if ReferAgentSM locates the agent and refers their client to the agent.

Example: You refer Buyer Bob to Agent Mary. Bob buys a house costing \$250,000

Agent Mary's 3% commission = \$7,500

ReferRealtySM receives 5% of that commission = \$375

ReferAgentSM receives 20% of that commission = \$1,500

- (2) 17% of the gross commission received by their buying/selling agent if ReferAgentSM requests ReferRealtySM to locate and refer their client to the agent.

Example: You refer Buyer Bob to Agent Mary. Bob buys a house costing \$250,000

Agent Mary's 3% commission = \$7,500

ReferRealtySM receives 8% of that commission = \$600

ReferAgentSM receives 17% of that commission = \$1,275



ReferAgentSM shall earn a commission based on the commission actually received by the Broker for referral of any client to any real estate brokerage firm. Broker makes no representations or guarantees as to referral commissions paid by other brokerage firms.

D. Sponsoring agents. If a ReferAgentSM (“Sponsor”) sponsors another ReferAgentSM or jamAgent (“Sponsee”) the Sponsor will receive an additional commission as follows:

(1). If the Sponsee signs up as a ReferAgentSM then the Sponsor will receive 1% of the gross commission received by their buying/selling agent.

(2). If the Sponsee signs up as a jamAgent then the Sponsor will receive 2% of the gross commission received by their buying/selling agent.

(3). If the Sponsor remains with ReferRealtySM for a minimum of 36 consecutive months the Sponsor will be fully vested and all of the payable commissions per 3.D.(1). or 3.D.(2). in this section will be payable to the Sponsor (or his/her heirs) even after the Sponsor is no longer associated with ReferRealtySM. These commissions will be payable to the Sponsor (or his/her heirs) for as long as the Sponsee is generating commissions pursuant to this section.

4. Confidentiality. ReferAgentSM recognizes and acknowledges that in the course of ReferAgentsSM work for, or engagement by, Broker, ReferAgentSM will acquire, obtain or be exposed to certain confidential information of Broker, including but not limited to any and all information, materials, trade secrets, or other data disclosed or made available to ReferAgentSM or known by ReferAgentSM as a direct or indirect consequence of or through his or her work for or engagement by Broker. Without limiting the generality of the foregoing, such confidential information includes:

A. Names, addresses, contact information, financial information, and any other information regarding Broker clients and any lists or data bases 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 commissions structures; and

E. Information regarding Broker’s competitive business strategies, systems and methodologies.

ReferAgentSM further acknowledges and agrees that all such confidential information is proprietary to and is a valuable, special, confidential and unique asset to 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, ReferAgentSM 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 consent may be withheld by Broker in its sole and absolute discretion.

ReferAgentSM shall not use any confidential information except to the extent necessary or required during the term of this Agreement to perform ReferAgentsSM duties to Broker. Upon termination of this Agreement for whatever reason, ReferAgentSM shall promptly deliver to Broker all such confidential information in any way relating to Broker or any affiliate of Broker which are then in ReferAgent'sSM possession or control whether prepared by ReferAgentSM or by others and including all copies thereof.

5. Compliance: ReferAgentSM is and shall remain licensed and in good standing with the Texas Real Estate Commission ("TREC") throughout the term hereof. ReferAgentSM will in all ways

conduct himself/herself in full compliance with the Statutes and rules of TREC and in a way which reflects the high standards of the Broker.

6. Automobile. ReferAgentSM will utilize his/her own automobile for any real estate referral activity, and will maintain a liability and property damage insurance policy, covering any vehicles used to transport third parties or to conduct any activities related to ReferAgent'sSM responsibilities hereunder, and shall furnish a copy of said policy to Broker upon request.

7. Indemnification. As material consideration for Broker entering into this Agreement, ReferAgentSM agrees that for all actions taken by ReferAgentSM during his/her contractual relationship with Broker, ReferAgentSM 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, Realtor arbitrations, 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 ReferAgentSM against any part, in any forum, without the prior written consent of the Broker, which consent may be granted or withheld in Broker's sole subjective discretion.

8. Termination. Either party may terminate this Agreement at any time by providing written notice to the other party. In the event that ReferAgentSM terminates his/her contractual relationship with Broker for any reason, all outstanding referrals that:

A. Were obtained through the efforts of the ReferAgentSM during the term of this Agreement, and are not under contract to purchase or sell, shall be transferred to ReferAgent'sSM new employing broker, on ReferAgent'sSM behalf. Broker shall retain all rights and ownership of any referrals obtained by ReferAgentSM that are under contract to purchase or sell that have not yet closed.

B. Notwithstanding the foregoing, if ReferAgentSM violates this Agreement, Broker may terminate this Agreement immediately and without advance notice for cause, in which case



Broker shall retain all rights and ownership of any referrals obtained by ReferAgentSM that have not yet closed. ReferAgentSM 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 ReferAgent'sSM contractual relationship with Broker terminates, related to or arising from ReferAgent'sSM contractual relationship with Broker and ReferAgentSM shall indemnify and hold Broker harmless from all such matters.

9. Payment of Taxes. ReferAgentSM understands and agrees that ReferAgentSM is an Independent Contractor and not an employee of Broker. Broker will not withhold any taxes, including Federal income taxes, or Social Security (FICA) or Unemployment (FUTA) taxes from ReferAgent'sSM earned commissions. ReferAgentSM is personally responsible for paying any and all Federal income, Social Security, Unemployment, and other taxes, and for maintaining all expense records of the same as required by law. ReferAgentSM represents to Broker that all such amounts will be paid when due. ReferAgentSM shall indemnify and hold Broker harmless from any liability or costs related to the payment of any such taxes. ReferAgentSM further understands and acknowledges that Broker provides no Worker's Compensation insurance coverage for ReferAgent'sSM benefit. ReferAgentSM hereby specifically waives such coverage and represents to Broker that he/she understands that if ReferAgentSM desires such coverage, ReferAgentSM must personally obtain such coverage directly from an insurance carrier of ReferAgent'sSM choice, at ReferAgent'sSM sole expense.

10. Intra-Office Dispute Resolution. In the event of a dispute involving two or more ReferAgentsSM, all of whom are licensed with Broker, ReferAgentSM authorizes Broker sole and absolute discretion in resolving said dispute, and ReferAgentSM agrees to abide by the decision of the Broker. ReferAgentSM 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 resolutions of said dispute.

11. Employment/Non-Solicitation of Employees and ReferAgentsSM. ReferAgentSM agrees that, during ReferAgent'sSM service relationship with Broker and for a period of one (1) year after termination of ReferAgent'sSM Agreement with Broker for any reason (whether by ReferAgentSM or Broker), ReferAgentSM will not recruit, solicit, or induce, or attempt to recruit, solicit, or induce or indirectly assist in recruiting, soliciting, or inducing any employee or real estate sales agent of Broker, or ReferAgentSM to terminate his/her employment or Agreement with, or otherwise cease a relationship with Broker for any reason. For the purposes of this provision:

A. "Employee" is defined as any person who is employed by Broker as the case may be, in any capacity at the time ReferAgentSM executes this Agreement or any time thereafter, and

B. "Real estate sales agent of Broker" is defined as any person who is engaged in a service relationship as an independent contractor with Broker at the time ReferAgentSM executes this Agreement or any time thereafter.

12. The ReferRealtySM Office Policy Manual is incorporated herein by reference.

13. Entire Agreement. This Agreement supersedes and cancels all previous INDEPENDENT CONTRACTOR AGREEMENTS between Broker and ReferAgentSM, or any other agreements relating to ReferAgent'sSM engagement with Broker.

14. Interpretations. Unless the context of this Agreement otherwise requires:

A. The headings of the clauses to this Agreement are for convenience only and shall be ignored in construing this Agreement;

B. The singular includes the plural and vice versa;

C. References to a party or the parties are references to either the Broker or the ReferAgentSM or both, as deemed appropriate;

D. References to other agreements and documents shall be deemed to be references to such agreements and documents as amended, replaced, substituted, assigned, novated, supplemented or otherwise modified from time to time; and the words "include" and "including" shall be deemed to be qualified by a reference without limitation.

15. Severability. The terms and provisions of this Agreement are severable in whole or in part, and if any term or provision of this Agreement is deemed invalid, illegal, or unenforceable, then the remaining terms and provisions shall remain in full force and effect.

16. Assignment. This Agreement is personal and not assignable by ReferAgentSM. Broker may assign this Agreement to any successor in interest to the business, or part thereof, of Broker.

17. Miscellaneous.

- 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.
- 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 attorney's fees incurred in connection with such dispute or litigation.
- The waiver by Broker of a breach of any provision of this Agreement by the ReferAgentSM shall not operate or be construed as a waiver of any subsequent breach by the ReferAgentSM. No delay on the part of Broker in enforcing its rights under this Agreement shall operate or be construed as a waiver thereof.
- 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.
- 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.

ReferRealtySM

- ReferAgentSM shall not assign any or all rights hereunder, or delegate any duties hereunder, without the prior written consent of Broker which consent 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 Broker's interest therein, provided that ReferAgent'sSM rights and privileges granted herein shall not be affected.
- Notwithstanding anything to the contrary contained herein, Broker may set off any obligations ReferAgentSM has to Broker against any Broker obligations to pay compensation or other sums to ReferAgentSM. All remedies of Broker hereunder are distinct, cumulative, nonexclusive, and in addition to any other rights or remedies available at law, in equity, by statute or otherwise.
- All rights and remedies of Broker hereunder, and all unperformed covenants, agreements and obligations of ReferAgentSM, shall survive the termination of this Agreement.
- This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. In addition to any obligations imposed by this Agreement, ReferAgentSM and Broker shall abide by Texas State laws.

The undersigned agree to the terms and conditions set forth above and acknowledge receipt of a copy hereof.

ReferAgentSM Signature Date

ReferAgentSM Print Name

Virginia James, Broker Date