



INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT BETWEEN AGENT FIRST REALTY AND AGENT FIRST SALES ASSOCIATE

THIS AGREEMENT is entered into between **Agent First Realty**, a Florida Real Estate Brokerage (we need a lic) with its principal place of business at 3313 W Commercial Blvd #150 Fort Lauderdale Fl 33309 (hereinafter “**AFR**”) and the licensee whose name appears below (hereinafter “**REFERRAL SALES ASSOCIATE**”) for and in consideration of the following promises, agreements, and covenants:

WHEREAS, AFR is licensed as a Real Estate Broker in the States of Florida, and is qualified to operate a general real estate referral business and does enjoy the goodwill of, and reputation for fair dealing with the public.

WHEREAS Referral Sales Associate is now engaged in business as a referral real estate sales associate, and has enjoyed, and does enjoy a good reputation for fair and honest dealing with the public as such; and

WHEREAS it is deemed to be the mutual advantage of AFR and Sales Associate to form the association hereinafter agreed to under the terms and conditions hereinafter set out.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Referral Sales Associate fully understands that he/she will not be permitted to list or sell but will only act in the capacity of a source of referrals. Referral Sales Associate is not to solicit listings of any brokerage firm.
2. Referral Sales Associate agrees to conduct his/her business so as to conform to and abide by all laws, rules, regulations and codes of ethics that are binding upon or applicable to real estate sales professionals in Referral Sales Associate’s geographic area.
3. Referral Sales Associate hereby agrees to refer to AFR any and all information regarding potential customers for the sale or purchase of real estate (the “Leads”). Subsequent to the referral of the Leads to AFR, Agent First Sales Associate shall have no further duties or obligations with respect hereto, except to refrain from interfering with later activities by other parties as are contemplated hereunder. AFR prohibits Agent First Sales Associate from negotiating any and all referral commissions. Any referral commissions negotiated without AFR's knowledge or approval, regardless of the time of such negotiation, may result in Referral Sales Associate receiving a lower commission on that particular referral.

4. AFR shall refer all leads to another duly licensed broker serving the market area of the Lead (the “third-party broker”). Thereafter, Referral Sales Associate will be advised of the identity of the third-party broker, to whom the Lead has been referred. Referral Sales Associate is aware that AFR has been organized to provide a real estate referral service that AFR will not actively participate in the sale, purchase, or leasing of the property. Both parties recognize AFR endeavors to select qualified third-party brokers and when applicable, special sales associates. In the event that customer/client chooses of his/her own volition to do business with another sales associate or broker, there may or may not be a referral fee available. Referral Sales Associate is allowed to choose their own third-party broker as long as the third-party broker agrees to AFR’s referral fee.

5. Agent First Sales Associate is aware that AFR does not, and will not, maintain membership in any Boards of Realtors or Multiple Listing Services.

6. AFR agrees to distribute referral fees earned by Agent First Sales Associate no later than ten (10) days after receipt by AFR, or as soon thereafter as such funds have cleared AFR’s bank account. AFR is not liable to Referral Sales Associate for any referral fees not collected and any expenses associated with the collection of a referral fee shall be shared in direct proportion to the participation. Referral Sales Associate will receive 80% of the total referral fee received by AFR up to 25% standard industry referral fee. Any amount earned above the standard 25% referral fee is retained by AFR. AFR must earn a minimum of \$100 per transaction. Many referrals for New Home Construction can yield a higher referral fee back to AFR since AFR will be required to be more involved in those transactions. In that case, AFR would split that much larger referral fee with Referral Sales Associate 50/50. Referrals are subject to approval by AFR.

7. AFR shall not be liable to Referral Sales Associate for any expenses incurred by Referral Sales Associate, or for any of his/her acts. Referral Sales Associate acknowledges that he/she is not an employee nor a partner, but a Referral Sales Associate with an independent contractor status, with no rights of worker’s compensation, salary, pension, sick leave, sick pay or other attributes of an employee relationship.

8. Referral Sales Associate recognizes that there are no mandatory referral quotas to meet or any mandatory sales meetings to attend and that each associate has their own responsibility to purchase the license, and all other expenses necessary, and to pay and maintain their own auto insurance, hospitalization, or whatever other insurance he/she may choose to maintain.

9. It is mutually agreed that this contract may be terminated by either party thereto at any time upon written notice given to the other. Such termination, however, shall not divest Referral Sales Associate of any rights to referral fees earned on referrals under contract but not yet closed, as long as they close within 180 days of Referral Sales Associates termination date. Upon termination of Agent First Sales Associate’s relationship with Referral Sales Associates.

AFR, all prospects and referrals which Referral Sales Associate may have secured during this association with AFR shall remain the property of AFR.

10. Referral Sales Associate shall not, after termination of this Agreement, use to advantage or to the advantage of any other person or corporation, any information gained for or from the files or business of AFR.

11. It is understood that this Agreement is subject to change at the discretion of AFR. Any changes to this Agreement shall be in writing and shall be made available to Referral Sales Associate. If Referral Sales Associate does not agree to be bound by any changes to this Agreement, then Referral Sales Associate must inform AFR, in writing, of such disagreement. Any notice of disagreement regarding changed terms shall be deemed by all parties to be a termination of the Agreement.

This Agreement shall be construed in accordance with the laws of the State of Florida without regard to any conflict of law principles. If any provision of this Agreement is determined by any Court, arbitrator, or other tribunal to be unenforceable then the remainder of this Agreement shall be enforced as though the unenforceable provision does not exist. The sole jurisdiction and venue for any dispute regarding this Agreement shall be Broward County, Florida. In any dispute regarding, related to, or arising out of this Agreement, including those related to its interpretation or requirements, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs at all stages of litigation, including any appellate action.

Referral Sales Associate (Print)

AFR (Signature)

(Signature) (Date)

(Date)

Office Use Only:

Date Contract Received Signed by Agent First Associate and AFR: _____ **Date**
Payment Received: _____
Official Start Date: _____
Renewal Date (Month and Day Administration Fee will be due each year): _____



Administration Fee Information

- Referral Sales Associate shall pay to AFR an annual non-refundable administration fee (“Administration Fee”). Referral Sales Associate’s initial Administration Fee is due and payable upon becoming affiliated with AFR. Subsequent annual Administration Fees are due upon Agent First Sales Associate’s annual renewal date assigned by AFR (“Renewal Date”).
- AFR will send notice of Renewal Date and Administration Fee Renewals to Referral Sales Associate before Renewal Date. Referral Sales Associate is responsible for paying Administration Fee on or before Renewal Date. If AFR has not received payment for Referral Sales Associate’s Administration Fee on or before Referral Sales Associate’s Renewal Date, AFR reserves the right to make Referral Sales Associate’s license Inactive under AFR.
- The annual Administration Fee is \$150.00 per year. From time to time, as AFR deems appropriate, AFR may increase the Administration Fee by providing written notice to Referral Sales Associate in advance of Referral Sales Associate’s Renewal Date. Referral Sales Associate agrees to pay the new Administration Fee commencing on the next Renewal Date.

PAYMENT INFORMATION:

Pay online at Join Today!

Amount: \$150.00

Please Print Name, Sign, and Date Below:

Print Name Signature Date