

REFERRAL ASSOCIATE'S AGREEMENT

This Agreement is made this X _____ day of X _____ 20__ by and between Real Estate Referral Group LLC an Indiana Limited Liability Company ("the company") and X _____ (Referral Associate").

WITNESSETH:

WHEREAS, the Company is engaged in the business of serving as the principal broker for salespersons who are not Acting As A Real Estate Salesperson (as defined in this Agreement) on a full-time basis; and

WHEREAS, Referral Associate is not now, and has no intention during the term of this Agreement of, Acting As A Real Estate Sale sperson on a full-time basis; and

WHEREAS, Referral Associate desires to be affiliated with the Company, and the Company desires to be the principal broker for Referral Associate, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, In consideration of the premises, mutual promises, and each act to be performed by each party hereunder, the parties agree as follows:

1. **Duties of the Company.** During the Term of this Agreement, the Company agrees to be the principal broker for Referral Associate, and to take all action required by law in connection therewith. In addition, the Company agrees to: (a) pay hereof, (b) register with the Indiana Real Estate Commission the real estate licenses of the salespersons and brokers who are affiliated with the Company.
2. **Duties of Referral Associate.** During the Term of this Agreement, Referral Associate agrees to:
 - a. Do all things necessary to keep his or her real estate license In full force and effect, to renew said license in a timely manner;
 - b. To obey the requirements of the Fair Housing Laws (Title VIII of the Civil Rights Act of 1968) and the Indiana Civil Rights Laws (I.C 1971, 22-9-1-1- et seq.) and all other rules, regulations and codes of ethics that are binding upon or applicable to real estate salespersons, and to obey all federal, state or local laws;
 - c. Refer and provide to the Company all relevant' Information concerning any Eligible Person (as defined In paragraph 6 hereof) who has indicated to Referral Associate any desire or interest to buy, sell, exchange or rent any legal or equitable interest in an parcel of real estate, whether or not improvements are located thereon;
 - d. Pay to the Company, upon the execution of this Agreement and within 15 days after each anniversary date of the execution of this Agreement, an annual fee (currently \$50.00, but subject to adjustment annually), provided, however, that the Company is authorized to withhold said annual fee from any Referral Fees payable to Referral Associate under paragraph 6 hereof;
 - e. Act only under the auspices of the Company; and
 - f. Advertise (by business cards or otherwise) only in the name of the Company, with the Company's name larger than that of Referral Associate. Any such advertising by the Referral Associate shall take the prior written consent of the Company.
3. **Prohibited Acts.** During the Term of this Agreement, Referral Associate shall be prohibited from Acting As A Real Estate Salesperson (as defined below) in regard to the property described in paragraph 2(c) hereof, without first obtaining the Company's written consent (which consent, if granted, may include conditions and restrictions). For purposes of this Agreement, the term "Acting As A Real Estate Salesperson" shall mean the business of listing, offering, selling, exchanging, optioning, trading, managing, leasing, renting or the representing of sellers, purchasers, lessors or renters of real estate in exchange for a fee, commission or other compensation. Referral Associate is aware that the Company has been organized to provide a real estate referral service and the company will not actively participate in the sale, purchase or leasing of the real estate to a duly licensed and active third-party broker. In addition, Referral Associate shall not be associated with any principal broker other than the Company, or maintain any real estate office separate from the Company's office.
4. **Relationship of the Parties.** It is specifically understood and agreed, and it is the express intention of the parties hereto, that the position and status of Referral Associate shall be that of an independent contractor and not a partner, employee or servant of the Company in all services, communications, dealings and relationships arising out of or relating to this Agreement. Referral Associate shall not be treated as an employee with respect to the services performed for federal tax purposes.

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5. **Term.** The Term of this Agreement shall be for a period of one (1) year, commencing on the date hereof and expiring 365 days thereafter, subject, however, to automatic extensions as hereinafter provided or prior termination as provided in paragraph 9 hereof. The Term of this Agreement shall be renewed automatically for additional successive one-year terms, unless either party gives written notice of termination to the other party. For purposes of this Agreement, the word "Term" shall mean the original and any extension term.
6. **Referral Fees.** Provided that an Eligible Person (as defined below) referred to the Company by Referral Associate consummates the transaction for which he or she was referred to the Company and the Company receives its compensation for the consummation of the transaction, and subject to the provisions of paragraph 7 hereof, the Company shall pay to Referral Associate a referral fee of 80% of the referral commission received on the side referred. For purposes of this Agreement, the term "Eligible Person" shall mean any person, partnership, organization or entity, which is not currently represented by, or which person, partnership, organization or entity does not identify an active salesperson, as his/her/its salesperson. Referral Fees shall be paid to Referral Associate within ten (10) business days after the Company is paid in full compensation/commission for the above-described transaction. It is acknowledged and agreed that Referral Associate shall not be reimbursed for any expenses incurred by him or her and that the Company shall not be required or permitted to withhold from the referral fees payable hereunder any amount for federal, state or local taxes of any kind or nature. Referral Associate agrees to pay all of such taxes in accordance with the law.
7. **Right to Reject Referrals.** After being notified of the name of the referred person and all information necessary for the Company to determine whether the referred person is an Eligible Person as defined in paragraph 6 hereof, the Company reserves the right to reject any proposed referral made by Referral Associate for any reason not contrary to law and following the Company's contact of such referred person. Nothing in this paragraph 7 shall be deemed or construed to limit the Company's right to reject the referred person as an Eligible Person.
8. **Expenses.** The Company shall not be liable to the Referral Associate for any expenses incurred by him or her, or for any of his or her acts, nor shall Referral Associate be liable to the Company for any expenses of the operation of the Company's business. As an independent contractor Referral Associate acknowledges that he or she has no rights of workmen's compensation, salary, pension, sick leave, sick pay or other attributes of an employee relationship.

Referral Associate recognizes that there are no mandatory referral quotas or any mandatory sales meetings to attend, and that Referral Associate has the responsibility to purchase his or her license, to pay his or her own trade association dues, and all other expenses necessary, and to pay and maintain his or her own hospitalization or whatever insurance he or she may choose to maintain.
9. **Termination.** Either party may terminate this Agreement and the association created hereby hereto, at any time, with or without cause, upon written notice given to the other. For any referral accepted by the Company prior to the date of termination, the Referral Associate shall be paid his or her referral fee once the Company receives its compensation for the consummation of the transaction.

Upon termination, all prospects and referrals which Referral Associate may have secured during his or her association with the Company, and any information, files, data or photographs related thereto, shall remain the property of the Company without further compensation except as herein above provided. Referral Associate shall not use to his or her advantage or to the advantage of any other person, corporation, partnership or entity, any information gained from the files of the Company.
10. **Agreement Binding; Assignment.** This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto. Neither this Agreement nor any rights hereunder shall be assignable by Referral Associate, and any such reported assignment shall be void.
11. **Indemnity.** Referral Associate shall indemnify and hold the Company harmless from and against all claims, liabilities, losses, damages, costs, charges, attorneys' fees, interest and other expenses of every nature and character arising from or relating to any actions taken (or omitted) by the Company or statements made (or omitted) by Referral Associate in connection with the performance of his or her duties hereunder, or the failure to comply with all restrictions of paragraph 3 hereof.
12. **Entire Agreement; Amendment.** This Agreement constitutes the entire understanding between the parties and supersedes any and all previous agreements between them. This Agreement may not be changed, amended or otherwise modified except by a writing duly signed by both parties hereto, or their respective heirs, personal representatives, successors and/or assigns.
13. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.
14. **Waiver.** The failure of the Company at any time to require performance by Referral Associate of any provision of this Agreement shall in no way affect the Company's right thereafter to enforce such provision; nor shall the waiver of any subsequent breach of any such provision.
15. **Headings.** The headings of this Agreement are for convenience only and are not intended to be part of, or to affect the interpretation of, the terms of this Agreement.

16. **Severability.** If any word or other term of this Agreement, or if any construction or application of any term of this Agreement, is held to be unenforceable or invalid for any reason, then the validity of any remaining construction or application of that term shall not be affected, and the rights or obligations of each of the parties shall be construed and enforced as if the Agreement did not contain such invalid term, or as the case may be, invalid construction or application of such term; provided, however, that such resulting construction and enforcement shall be generally consistent with the basic purposes of this Agreement.
17. **Notices.** Any notice or other communication required or permitted to be given to a party under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States mail, first class registered or certified postage prepaid, return receipt requested, and addressed to the address set forth below each party's name:

“The Company”:

Name: Real Estate Referral Group

Address: 4735 Statesman Drive, Suite D

City, ST, Zip: Indianapolis, IN 46250

E-Mail: Info@rereferralgroup.com

Signature By: *Lisa Hart*

Printed: Lisa S. Hart

Title: Principal Broker

“Referral Associates” (MANDATORY TO INCLUDE ALL INFORMATION):

Name: X

Address: X

City, ST, Zip: X

E-Mail: X

Place of Employment: X

Signature By: X

Social Security Number: X

Birth Date: X

IN WITNESS WHEREOF, the parties have executed this Agreement on the X day of X 20__.

Either party may change his, her or its address by giving notice in writing, stating the new address, to the other party as provided in the forgoing manner.