

# PAR Referrals, Inc. Residential Referral Contract

## INDEPENDENT CONTRACTOR AGREEMENT

1. **PARTIES.** The parties to this Agreement (“Agreement”) are “name as submitted on line” (“Referral Associate”) and Par Referrals, Inc. (sometimes collectively, the “Parties”). Referral Associate Florida Real Estate license # \_\_As submitted online\_\_.

WHEREAS, PAR Referrals, Inc. is a duly licensed real estate brokerage firm authorized to do business in the State of Florida (“State”) and Referral Associate is a duly licensed real estate sales associate or broker associate in the State.

WHEREAS, PAR Referrals, Inc. and Referral Associate intend to establish an independent contractor relationship rather than an employer-employee relationship in forming the affiliation agreed to under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which PAR Referrals, Inc. and Referral Associate hereby acknowledge, it is agreed as follows:

2. **AFFILIATION.**

(A) Referral Associate is entering into or continuing an independent contractor relationship with PAR Referrals, Inc., rather than a hiring of employment, and Referral Associate shall not otherwise be an agent, servant, employee or partner of PAR Referrals, Inc. Accordingly, Referral Associate will not be treated as an employee for Federal, State or local tax purposes and for any other statutory or regulatory purposes with respect to services rendered under this Agreement. PAR Referrals, Inc. shall not withhold income taxes, social security taxes, disability, or unemployment insurance payments, or any other assessments or taxes from the commissions of Referral Associate, unless otherwise provided for herein, by mutual agreement of the Parties hereto, or as required to do so by law.

(B) Referral Associate is authorized solely to engage in the referral of buyers, sellers, lessors and lessees (“Referral Prospects”) for real estate transactions (“Authorized Activities”) consistent with the terms of the Referral Fee Schedule attached as Exhibit A and incorporated herein. Referral Associate shall be paid a commission based entirely on closed transactions with Referral Prospects, if any, who were referred by Referral Associate, in accordance with the Referral Fee Schedule attached and incorporated as Exhibit A (“Referral Fee”) and shall not receive any remuneration from PAR Referrals, Inc. pursuant to this Agreement based on the number of hours worked. Referral Associate is engaged as a qualified real estate agent under Section 3508 of the Internal Revenue Code as an independent contractor affiliated with PAR Referrals, Inc. solely for the purpose of making referrals as specified herein. Accordingly, Referral Associate shall be responsible for the payment of all required federal, state, local income, unemployment and other taxes, and for the provision of any required worker’s compensation insurance, and Referral Associate in accordance with Fla. Stat. §440.02(15)(d)(2) and §443.1216(13)(n) shall not be covered in any worker’s compensation insurance maintained by PAR Referrals, Inc. and shall not be covered for unemployment insurance for the activities engaged in under this Agreement.

3. **ACTIVITIES LIMITED.** Referral Associate shall strictly limit his or her activities under this Agreement to the Authorized Activities. While affiliated with PAR Referrals, Inc., Referral Associate is expressly prohibited from using (i) business cards, stationary or other materials that in any way use any other brokers name other than PAR Referrals, Inc.’s name or logo on any marketing materials, business cards, stationary or other materials. Referral Associate is encouraged to purchase and use PAR Referrals, Inc. business cards and other materials in order to promote and maintain contact with prospects, friends and relatives.

4. **ANNUAL FEE or MONTHLY FEE**

(a) Referral Associate shall pay to PAR Referrals, Inc. an bi-annual non-refundable membership fee of \$200.00 (“Bi-Annual Fee”), due and payable upon becoming affiliated with PAR Referrals, Inc. Provided Referral Associate is still affiliated with PAR Referrals, Inc., the Bi-Annual Fee shall be due upon Referral Associate’s annual anniversary date of affiliation with PAR Referrals, Inc. (“Anniversary Date”), or Referral Associate can elect at sign up to pay (a monthly fee) of \$15.00 by Credit Card which shall be billed monthly until written termination of this agreement is received by PAR Referrals, Inc..

(b) PAR Referrals, Inc. shall have the right (but not the obligation) to deduct or setoff any sums due to it from any Referral Fees that may otherwise due to Referral Associate.

(c) The Bi-Annual Fee is \$200.00 per year as of the date of this Agreement. From time to time, PAR Referrals, Inc. may, in its discretion, increase the Bi-Annual Fee or monthly fee by providing written notice to Referral Associate in advance of Referral Associate’s Anniversary Date. Referral Associate agrees to pay the new Annual Fee commencing on the next Anniversary Date in order to be eligible to receive any Referral Fees.

5. **AUTHORITY AND OBLIGATIONS OF REFERAL ASSOCIATE.** Referral Associate agrees to:

- a. Not create or impose any liability on PAR Referrals, Inc., or any of their related entities or any other network brokers;
- b. Register Referral Associate’s real estate license with PAR Referrals, Inc. and obtain, at Associate’s expense, any licenses or memberships required to perform any of the Authorized Activities or maintain Referral Associate’s affiliation with PAR Referrals, Inc. as described herein;
- c. The Referral Associate, at his or her own expense, shall have sole responsibility for maintaining his or her real estate license in good standing with State. Referral Associate shall fulfill any requirements to maintain his or her active real estate license by attending all applicable Continuing Education Courses as required under State law. Referral Associate shall immediately notify PAR Referrals, Inc. in writing of any change in the good standing status of Referral Associate’s real estate license, or of any charge or proceeding relating to Referral

Associate's compliance with the statutes, regulations or codes of ethics applicable to Referral Associate's real estate license or otherwise referenced in the Agreement. Referral Associate will comply with all applicable State, local and Federal laws, including rules and regulations.

- d. Adhere to State and federal "Do Not Call" laws, unsolicited fax and e-mail laws, and consumer protection laws;

**6. EXPENSES.** PAR Referrals, Inc. shall not be responsible for any costs or expenses incurred by Referral Associate in connection with Referral Associate's activities. Referral Associate shall be solely responsible for all such costs and expenses, which shall include, but are not limited to: (1) all fees and charges Referral Associate incurs in keeping Referral Associate's real estate license active and in full force and effect; (2) all professional dues and fees; (3) insurance premiums, if any (including any professional liability insurance Referral Associate desires to obtain); (4) costs of mailing, telephone and transportation; (5) taxes and fees payable to any federal, state, county or local government agencies; and (6) any other expenses incurred as a result of the Authorized Activities.

**7. REAL ESTATE BOARDS.** Referral Associate acknowledges that PAR Referrals, Inc. is not a member of any Board of Realtors or multiple listing services.

**8. CONFIDENTIALITY.** The files maintained by either PAR Referrals, Inc. or Referral Associate, or both, and all correspondence, customer lists, papers, documents, computer software, marketing, training, educational, and/or any other materials, in whatever form, including copies thereof made by or for Referral Associate ("Proprietary Documents"), either furnished to Referral Associate by PAR Referrals, Inc. or otherwise coming into the hands of Referral Associate which relate to PAR Referrals, Inc. business are confidential business information and the sole property of PAR Referrals, Inc.. Referral Associate shall not, directly or indirectly, interfere with PAR Referrals, Inc.'s contractual rights under such agreements and documents. In the event the affiliation between PAR Referrals, Inc. and Referral Associate should terminate for any reason, Referral Associate shall promptly return all such Proprietary Documents to PAR Referrals, Inc.. Referral Associate further agrees, during the term and at all times after termination of this Agreement, not to directly or indirectly furnish or disclose to any person or entity any Proprietary Documents or other information as to PAR Referrals, Inc.'s clients, customers, properties, prices, terms, policies, trade secrets, relationships, or any other information generally concerning PAR Referrals, Inc. and its business without PAR Referrals, Inc.'s prior written consent. After the termination of this Agreement, Referral Associate shall not use any Proprietary Documents or such other confidential information to his or her own advantage or to the advantage of any other person or entity.

**9. LIMITATION ON AUTHORITY.** Referral Associate shall have no authority to bind PAR Referrals, Inc. by any acts, omissions, statements, promises or representations unless specifically authorized to do so in writing by PAR Referrals, Inc.. PAR Referrals, Inc. shall not be liable to Referral Associate or responsible to other persons or entities for any expenses incurred by Referral Associate or for any of Referral Associate's acts, except as specifically required by law. Notwithstanding anything to the contrary herein, Referral Associate's Authorized Activities shall not include authorization for Referral Associate to make any presentations to a corporation or other business entity; however, Referral Associate may pursue corporate contacts within his or her personal sphere of influence in an effort to establish a relationship with corporate employees.

**10. INDEMNIFICATION.** Referral Associate agrees to indemnify PAR Referrals, Inc. and hold it harmless from all claims, demands and liability, including costs, attorney fees, fines, penalties, and damages of any nature, to which PAR Referrals, Inc. may be subjected by reason of any conduct, act and/or omission by Referral Associate, or misrepresentations or promises made by Referral Associate, including, without limitation, acts which may be deemed to be outside the scope of this Agreement.

**11. LEGAL DISPUTES.** In the event a dispute arises between Referral Associate and another Referral Associate and/or real estate licensee where both claim entitlement to a particular referral fee, Referral Associate agrees that the sole and exclusive procedure for resolving the dispute shall be for PAR Referrals, Inc. to determine, in its sole and unfettered discretion, whether or not the subject transaction shall have been initiated by Referral Associate and if so, the amount, if any, of the fee due to Referral Associate. The decision of PAR Referrals, Inc. with respect to such dispute shall be final and non-appealable and Referral Associate agrees to be bound by such decision. PAR Referrals, Inc. shall have the absolute right, in its sole and unfettered discretion, to determine whether to initiate, maintain, settle or dismiss any claim or suit for a referral fee, and Referral Associate agrees to hold harmless, and be bound by any such decision by, PAR Referrals, Inc.. Whether or not a lawsuit or claim against PAR Referrals, Inc. or Referral Associate arises from the Authorized Activities, Referral Associate shall be required to indemnify and hold PAR Referrals, Inc. harmless from any and all damages and expenses (including attorneys' fees) incurred by PAR Referrals, Inc. in such lawsuit or claim.

**12. TERM/TERMINATION.** This Agreement shall continue in full force and effect until terminated by either party hereto. Either party, at will, may terminate this Agreement by notifying the other party in writing of the desire to so terminate. Failure of Referral Associate to pay the Annual Fee when due or to keep all legally required licenses current and in good standing shall cause this Agreement to terminate automatically without notice as of the date when such payment is due or such license expires, is revoked, or is canceled.

**13. ARBITRATION.**

(A) **Agreement to Arbitrate Disputes.** PAR Referrals, Inc., on behalf of itself and its employees, and Referral Associate, on behalf of him or herself and any assistant(s) employed or utilized by Referral Associate, agree to resolve any and all timely and legally cognizable controversies, disputes, or claims of any nature in any way arising out of or relating to this Agreement or the relationship between the Parties, including without limitation the termination of the Agreement (hereafter, a "Claim" or "Claims"), exclusively by mandatory, binding, individual arbitration. This agreement to arbitrate covers Claims of any nature, whether at law or equity, statute or common law including without limitation Claims, if any, under any federal, state or local anti-discrimination laws, wage and hour laws, or any other labor protective laws. This agreement to arbitrate, however, does not cover disputes or claims which either PAR Referrals, Inc. or Referral Associate may have against a PAR Referrals, Inc. client, customer, or other broker or vice versa. **PAR Referrals, Inc. and Referral Associate acknowledge and agree that they are hereby waiving any rights to trial by jury, judge, or any judicial tribunal in any action, proceeding or counterclaim brought by either of the Parties against the other in connection with any matter whatsoever arising out of or related to the Agreement or their relationship.** This Section 13 is not intended to cover any Claims that cannot be compelled to arbitration under applicable law.

(B) **Remedies, Written Decision, Fees.** Final resolution of any dispute through arbitration may include any remedy or relief available under applicable law. At the conclusion of the arbitration, if either party requests, the arbitrator will issue a written decision that sets forth the essential findings and conclusions upon which the arbitrator's award or decision is based. Any costs unique to arbitration (such as the costs of the arbitrator and room fees) will be paid by PAR Referrals, Inc., and the Parties will otherwise bear their own fees and costs, including attorneys' fees and expert fees. A successful party may make application to the arbitrator for an award of fees and/or costs, and the arbitrator may award such fees and costs consistent with applicable law.

(C) **Application of FAA and Questions for the Arbitrator.** PAR Referrals, Inc. and Referral Associate agree that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA") governs the enforceability, interpretation, and implementation of any and all of the arbitration provisions in Paragraph 13 and provides the procedures for conducting arbitration to the extent not provided for in this Paragraph 13. Judgment upon the award rendered by the arbitrator may be entered by any court of competent jurisdiction. Gateway questions, including but not limited to arbitrability (that is whether an issue is subject to arbitration under Paragraph 13) and the enforceability and interpretation of this Paragraph 13 shall be decided solely by the arbitrator, except that any issues related to the enforceability and/or interpretation of Paragraph 13(G) shall be decided solely by a court of law having jurisdiction over the issue. Claims filed must be timely within the time set by the applicable statute(s) of limitations.

(D) **Class Action Waiver.** The Parties agree that all Claims pursued against the other will be solely on an individual basis. To that end, and to the extent permitted by applicable law, PAR Referrals, Inc. and Referral Associate hereby each agree to waive their right to commence, to become a party to, or to remain a party to or participant in, any group, representative, class, collective, or hybrid class/collective action in any court, arbitration proceeding, or any other forum, against the other. The Parties agree that any Claim by either against the other shall be heard exclusively in arbitration without joinder of parties or consolidation of such Claim with any other person or entity's Claim, except as otherwise agreed to in writing by PAR Referrals, Inc. and Referral Associate. For purposes of this Paragraph 13 a "Claim" shall include claims, counterclaims, crossclaims, and third party claims, of any nature.

(E) **Right to Enforce or Challenge Class Action Waiver In Court.** The Parties agree that Paragraph 13 does not limit any party's right to initiate an action in state or federal court enforcing or challenging the enforceability of the group, representative, class, collective, or hybrid action waiver set forth herein. If Referral Associate chooses to exercise that right, PAR Referrals, Inc. will not retaliate against Referral Associate for doing so. PAR Referrals, Inc., however, reserves the right to oppose such a challenge to enforcement of Paragraph 13(G).

(F) **Severability of Arbitration Provisions.** If the waivers in Paragraph 13(G) are found to be unenforceable with respect to any particular Claim, then that Claim shall not proceed in arbitration but rather will be resolved in a court of competent jurisdiction. If that happens, however, the arbitration provisions in this Paragraph 13 will still be fully enforceable as to all other Claims, which must be resolved in arbitration on an individual basis. Any arbitrable Claim(s) will be resolved before non-arbitrable Claim(s), which will be stayed, unless the Parties agree otherwise.

(J) **Referral Associate Understands His/Her Agreement to Arbitrate.** Referral Associate represents and warrants that he/she understands the meaning and effect of this agreement to arbitrate and has been provided reasonable time and opportunity to consult with legal counsel regarding this agreement to arbitrate.

#### 14. **MISCELLANEOUS PROVISIONS.**

(a) This Agreement shall inure to the benefit of, and shall be enforceable by, PAR Referrals, Inc. and its successors and assigns.

(b) This Agreement (including Exhibit A attached hereto) shall be interpreted and governed by the laws of Florida.

(c) This Agreement (including Exhibit A attached hereto) constitutes the entire Agreement between the Parties. No other warranties, representations, undertakings or promises, whether oral, implied or otherwise, have been made by either party hereto. This Agreement supersedes all prior agreements between the Parties, written or oral. The Referral Fee Schedule attached as Exhibit A may be modified unilaterally by PAR Referrals, Inc. upon notice to Referral Associate, without the requirement of any separate agreement in writing. Any such modification shall be prospective only. Except as provided in this paragraph with regard to Exhibit A, this Agreement may not be modified except in writing signed by both parties.

(d) As a condition of affiliation with PAR Referrals, Inc., Referral Associate consents and agrees that PAR Referrals, Inc. may use Referral Associate's name and information regarding any transaction involving Referral Associate in PAR Referrals, Inc.'s marketing and advertising, including, without limitation, brochures, newsletters, emails, and websites.

(e) Paragraphs 10, 11, 13 and 14 (d) and (f) shall survive the termination or expiration of this Agreement.

(f) All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, mailed first-class postage prepaid, or by registered or certified mail to (1) the last known home address on file with PAR Referrals, Inc., if to Sales Associate, and 10440 Griffin Road, Suite 206, Cooper City, Florida 33328

(g) **Referral Associate directs Par Referrals, Inc. to transfer Referral Associate's Florida Real Estate license to PAR Referrals, Inc. License #CQ1059424 as registered with the Department of Business and Professional Regulation upon execution of this agreement as of date submitted online.**

**EXHIBIT A**

**PAR Referrals, Inc. REFERRAL FEE SCHEDULE**

1. **INTRODUCTION.** The goal of PAR Referrals, Inc. is to provide referrals to PAR Referrals, Inc.'s national network of brokers (collectively referred to as "Network Brokers"). Whenever possible, PAR Referrals, Inc. will endeavor to first place the referral with Premier Associates Realty, LLC and then to other Network Brokers.

2. **DEFINITION OF REFERRAL.** A "referral" is defined as a lead consisting of detailed information about a Referral Prospect that is communicated to PAR Referrals, Inc. for placement with a Network Broker. As part of obtaining information regarding a Referral Prospect, Referral Associate should obtain the name, address, business phone, home phone and other pertinent information to assist the real estate licensee to whom the prospect is referred in fulfilling the prospect's real estate needs. PAR Referrals, Inc. and Network Brokers will ensure the information provided is placed promptly with a qualified real estate licensee in the appropriate service area.

3. **REGISTRATION AND PLACEMENT OF REFERRALS.**

(a) Referral Associate must register each referral with PAR Referrals, Inc. either via in writing or online. A referral will be credited to the referral associate who PAR Referrals, Inc. determines has submitted the Referral Prospect first.

(b) A referral will be placed with a real estate licensee of a Network Broker in the office which can best service that prospect, as determined by PAR Referrals, Inc. and the Network Broker, in their sole discretion. Referral Associate may request that a prospect be assigned to a real estate licensee identified by Referral Associate, but the final placement decision will be at the sole discretion of PAR Referrals, Inc. and the Network Broker, in order to ensure the Referral Prospect receives the highest quality service.

(c) If a real estate licensee is already working with the Referral Prospect at the time Referral Associate registers the Referral Prospect with PAR Referrals, Inc., Referral Associate will be notified by PAR Referrals, Inc. that the referral was rejected.

(d) Referral Associate may be eligible for a referral fee only if the Referral Prospect completes a real estate transaction (within the definition of Authorized Activities) with a Network Broker within the time periods set forth below and PAR Referrals, Inc. is paid its referral fee on the transaction. If the referral was rejected or the Referral Prospect completes a transaction with a real estate licensee other than the licensee assigned by the Network Broker, no referral fee will be due to Referral Associate. If the Referral Prospect had prior contact or buys and sells with a real estate licensee other than the licensee assigned by the Network Broker, no referral fee will be paid to the Referral Associate.

4. **TIME LIMIT OF AN ACCEPTED REFERRAL.**

Subject to paragraph 7 herein,

(a) A buyer/tenant referral is valid for a period of two (2) years from the date of registration of the referral (i.e., the Referral Prospect must execute a fully signed bilateral purchase and sale agreement or lease within two (2) years from the date of registration).

(b) A seller/landlord referral will be valid for a period of two (2) years from the date of registration of the referral (i.e., the Referral Prospect must execute a listing agreement within two (2) years from the date of registration).

(c) With the permission of the prospect, a Referral Associate may extend the referral before the time limit expires. The referral extension must be registered with PAR Referrals, Inc..

5. **FOLLOW UP.** A written confirmation of the referral (including referral file number and date of registration) and its assignment to a specific real estate licensee will be sent to the Network Broker, the Referral Prospect and Referral Associate. Referral Associate should follow up with the Referral Prospect and with the real estate Licensee assigned to the Referral Prospect to ensure that appropriate levels of service are being provided. Referral Associate should report any changes of the Referral Prospect's status to PAR Referrals, Inc.. Referral Associate should always have the referral file number handy when communicating about a referral.

6. **CALCULATION OF REFERRAL FEES.**

(a) Referral Associate's portion of a referral fee is only due and payable to Referral Associate upon payment to, and receipt and clearance of, the total referral fee by PAR Referrals, Inc. Referral Associate's portion of the total referral fee will be paid as soon thereafter as is practical, PAR Referrals, Inc. shall not be liable to Referral Associate for any fees not collected by PAR Referrals, Inc., nor shall PAR Referrals, Inc. be obligated to pursue collection of any such fee on behalf of Referral Associate.

(b) The total referral fee paid to PAR Referrals, Inc. by the Network Broker is a portion of the total commission received by Network Broker on the transaction side referred by Referral Associate for the services performed on behalf of the Referral Prospect. Referral Associate may not negotiate referral fees with the Network Broker or the real estate licensee assigned to service the Referral Prospect. PAR Referrals, Inc. has established agreements for referral fees with Network Brokers, which may change from time to time.

(c) The Gross commission referral fee to Par Referrals, Inc. will be 30% of the total commission paid by the Network Broker on the transaction side referred by Referral Associate, unless otherwise agreed to in writing by PAR Referrals, Inc. and Referral Associate. The company will deduct its portion, 5% of Gross commission of the transaction side. The remainder (net Commission) 25% will be paid to Referral Associate subject to section 4a and 4b. If for any reason less than 30% is collected it will be paid, prorated 1/6<sup>th</sup> to Par Referrals, Inc and 5/6 to Referral Associate.

Example (for demonstrative purposes only)

- Single Family Home-Townhouse-Condo Closed Sale

**Total referral fee is**                      **30%**

**PAR Referrals, Inc. gets**                **5%**

**Referral Agent gets paid**              25%

(d) Corporate leads, and referral fees on commercial and industrial transactions, may vary and shall be set by PAR Referrals, Inc.. Referral Associate will be notified, prior to placement of the referral, if the referral fee is less than the usual and customary referral fee in effect at the time.

(e) Referral fees are not always available on rental/lease transactions.

7. **REFERRAL FEES AFTER DISAFFILIATION (voluntary or involuntary).**

(a) PAR Referrals, Inc. will honor all referral fees due the Referral Associate where, at the time of expiration or termination of the Agreement, the Referral Associate has provided a memorandum identifying each referral that meets the following requirements:

- 1) The Referral Prospect must have been registered with PAR Referrals, Inc. prior to expiration or termination and;
- 2) The Referral Prospect must be a party to a fully executed bilateral contract to purchase or sell real estate, or a lease agreement (if the Referral Prospect was a landlord or tenant) at the time of Referral Associate's termination.

(b) The payment of referral fees to a terminated Referral Associate whose license is not current is subject to the laws of the State of Florida. In the event that the State of Florida does not permit commissions or other real estate compensation to be paid to an individual who does not have a current and active real estate license, no such referral fee shall be owed to the Referral Associate, and PAR Referrals, Inc. shall retain the total referral fee.

REFERRAL ASSOCIATE ACKNOWLEDGES RECEIPT OF THIS SCHEDULE A AND AGREES TO ABIDE BY THE TERMS CONTAINED HEREIN. PAR REFERRALS, INC. MAY, FROM TIME TO TIME, MODIFY OR AMEND THIS SCHEDULE A, IN ITS SOLE DISCRETION, WITHOUT THE REQUIREMENT OF A SEPARATE WRITTEN INSTRUMENT SIGNED BY REFERRAL ASSOCIATE. NOTWITHSTANDING THE FOREGOING, PAR REFERRALS, INC. SHALL NOT MODIFY REFERRAL ASSOCIATE'S SPLIT OF REFERRAL FEES WITHOUT A SEPARATE WRITTEN INSTRUMENT SIGNED BY REFERRAL ASSOCIATE AND PAR REFERRALS, INC.

Referral Associate \_\_\_\_\_ Date \_\_\_\_\_

PAR Referrals \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_