



## INDEPENDENT CONTRACTOR AGREEMENT BETWEEN BROKER AND REFERRAL SALES ASSOCIATE

Reply to:  
Refer to Us, LLC  
Administrative Office  
584 Middletown Blvd., Ste. A-50  
Langhorne, PA 19047

### STATE OF LICENSURE – Pennsylvania

THIS AGREEMENT made by and between REFER TO US, LLC, a Pennsylvania Limited Liability Corporation, with its offices at 584 Middletown Blvd. Langhorne, PA 19047, hereinafter referred to as “BROKER” and the licensee whose name appears below as “REFERRAL SALES ASSOCIATE,” for and in consideration of the mutual promises and agreements and for their mutual benefits.

WHEREAS, Broker is duly registered and licensed as a Real Estate Broker in the state of Pennsylvania and is qualified to and does operate a general real estate referral business and does enjoy at goodwill of, and reputation for fair dealing with the public; and

WHEREAS, Referral Sales Associate is a licensed real estate salesperson and /or broker in the State of Pennsylvania and 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 Broker and Referral Sales Associates to form the association hereinafter agreed to under the terms and condition hereinafter set out.

NOW THEREFORE,

1. The Referral Sales Associate fully understands that he/she shall not be permitted to list, sell, negotiate or engage in any brokerage activity, but will only act in the capacity of a source of referrals.
2. The Referral Sales Associate agrees to conduct his/her business so as to conform to and abide by all laws, rules, regulations and code of ethics that are binding upon or applicable to real estate salespeople and follow the guidelines and policies as set forth in this agreement, a copy of which has been supplied to the Referral Sales Associate.
3. The Referral Sales Associate hereby agrees to refer to the Broker any and all information regarding potential listings for the lease, sale or purchase of real estate (the “Leads”). Subsequent to the referral of the Leads to the Broker, the Referral 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.
4. The Broker shall refer all Leads to another duly licensed broker serving the market area of the Lead (the “Third Party Broker”). Thereafter, the Referral Sales Associate will be advised of the identity of the Third Party Broker, to whom the Lead has been referred. The Referral Sales Associate is aware that the Broker has been organized to provide a real estate referral service and that the Broker will not actively participate in the listing, sale, purchase, or leasing of the property. Both parties recognize the Broker endeavors to select qualified Third Party Broker and when applicable, specific sales associates. In the event that the customer/client chooses his/her own volition to do business with another sales associate or broker, perhaps of the same firm, there may or may not be a referral commission available. In all cases, the Referral Associate must notify the Broker that he/she has made a referral.
5. The Referral Sales Associate is aware that the Broker does not, and will not maintain membership in any Boards of Realtors or Multiple Listing Services. In the event that any such Board or Service shall claim that the Referral Sales Associate is required to pay any fees, dues or costs, as a result of the performance by the Referral Sales Associate under this Agreement, the Referral Sales Associate shall pay the same.
6. The Broker agrees to distribute commissions earned by the Referral Sales Associate not later than ten (10) days after the receipt by the Broker of the commission or as soon thereafter as such funds have cleared the Broker’s bank. The Broker is not liable to the Referral Sales Associate for commission not collected and expenses associated with the collection of a commission shall be shared in direct proportion to the participation. Referral Sales Associates will receive 70% of the commission received on the referral portion of the transaction.
7. The Broker shall not be liable to the Referral Sales Associate for any expenses incurred by the Referral Sales Associate, or for any of his/her acts, nor shall the Referral Sales Associate be liable to the Broker for any expenses of the operation of the Broker’s business. The 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. The Referral Sales Associate recognizes that there are not mandatory referral quotas to meet or any mandatory sales meetings to attend that each Referral Sales Associate has their own responsibility to purchase his/her license, to pay their own trade association dues and all other expenses necessary, and to pay and maintain their own hospitalization or whatever other insurance he/she may choose to maintain.
9. It is mutually agreed that this Agreement may be terminated by either party at any time upon written notice given to each other. Such termination, however, shall not divest the Referral Sales Associate of any rights to commissions earned or sold referrals under contract but not yet closed at the time of such termination. No commission will be paid on renewals or options to purchase which are exercised after the Referral Sales Associate has terminated this Agreement.
10. During the term of this Agreement, the Referral Sales Associate represents and warrants that he/she will not be employed by or licensed with another real estate broker.
11. Upon the termination of this Agreement, all prospects and referrals which the Referral Associate may have secured during the term of this Agreement shall remain the property of the Broker and no compensation shall be due to the Referral Sales Associate.
12. The Broker reserves the right to use, and the Referral Associate irrevocably consents to the Broker using any information files, data or photographs of or relations to the Referral Sales Associate's relationship with the Broker notwithstanding the termination of the Referral Sales Associate with the Broker.
13. The Referral Sales Associate shall not, after termination of this Agreement, use to his/her advantage or to the advantage of any other person or corporation, any information gained for or from the files or business of the Broker.
14. It is mutually agreed that any future changes to this Agreement will not be binding unless the changes are contained in writing and signed by the Referral Sales Associate and Broker.
15. **THIS AGREEMENT WILL NOT BE BINDING ON THE BROKER UNLESS AND UNTIL IT HAS BEEN ACCEPTED AND SIGNED BY THE PRESIDENT OF THE BROKER. WHEN ACCEPTED AND SIGNED BY THE BROKER'S PRESIDENT THIS AGREEMENT SHALL BE BINDING ON ALL PARTIES HERETO AS OF THE DATE SIGNED BY THE BROKER'S PRESIDENT.**

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BROKER  
REFER TO US, LLC**

By: \_\_\_\_\_  
Howard Gottlieb, President

Referral Sales Associate \_\_\_\_\_  
(Please sign here)

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_