

## **INDEPENDENT CONTRACTOR AGREEMENT**

### **REFERRAL REAL ESTATE SALESPERSON**

THIS AGREEMENT, made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **IBR Realty and Referral, Inc., trading as INDEPENDENT BROKERS REALTY**, with its corporate offices located at 953 N. Collier Blvd. Marco Island, FL, 34145 hereinafter referred to as BROKER, and \_\_\_\_\_, hereinafter referred to as REFERRAL SALESPERSON.

#### **WITNESSETH:**

WHEREAS, Broker is engaged in business as a Real Estate Broker in the **Counties of Broward, Dade, Palm Beach, Henry, Charlotte, Lee, Monroe, Sarasota and Collier, Florida**, and is duly licensed to sell, offer for sale, buy, offer to buy, list or solicit prospective purchasers, negotiate the purchase, sale, or exchange of real estate, negotiate loans on real estate, lease or offer to lease, and negotiate the sale, purchase or exchange of leases, rent or place for rent, or to collect rent from real estate or improvements thereon for another or others, has and does enjoy the good will of, and a reputation for fair dealing with the public, and

WHEREAS, Broker maintains its corporate offices in the City of Marco Island, County of Collier, properly equipped with furnishings and other equipment necessary and incidental to the proper operation of said business, and

WHEREAS, Broker, Marco Scola and Hans Haedelt, are the sole owners of IBR Realty and Referral, Inc.

WHEREAS, Salesperson is now and has been engaged in business as a real estate salesperson of a broker, duly licensed by the State of Florida, and has enjoyed and does enjoy a good reputation for fair and honest dealing, or Salesperson is now duly licensed by the State of Florida, and has enjoyed and does enjoy a good reputation for fair and honest dealing, and will be initially licensing with Broker, and

WHEREAS, Salesperson acknowledges that there is No Requirement to be a member of any MLS board and/or any realtor board association.

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained, it is understood and agreed as follows:

1. It is agreed that the Salesperson's principal place of operation shall be either their home office, or their independent office location.

2. The Salesperson agrees to read and be governed by the Code of Ethics of the National Association of Realtors, the real estate laws of the State of Florida, the Policies and Procedures of the Broker (attached hereto and made a part of this Agreement), including any future modifications and/or additions. Salesperson agrees to obtain and make themselves knowledgeable of said Code of Ethics, real estate laws and Policies and Procedures of the Broker.
3. Referring Agents agree to do NO real estate business at all in the State of Florida, except to refer, for an agreed-upon fee, any and all potential listings/sales and buyer prospects to the Broker, or Broker's licensed designee. (Marco Scola &/or Hans Haedelt). All referrals must be made directly to the broker and confirmed in writing. All out of State and out of IBR market area referrals must be made on the Referral Agreement – Broker to Broker form.
4. Salesperson agrees Broker receives transaction fees for every file.
5. **The Referring Agent agrees to receive referral fees only as follows:**
  - 30% of the commission received by broker, per referral, on any successfully marketed and closed transaction referred by you and completed by broker or their associates.**
  - 60% on any out of state referrals where Broker and/or their associates do not have to work on the file and does not have to pay any other referral fees to other agents.**
  - 60% on any referrals in Florida outside of brokers market area as long as broker and/or their associates do not have to work on the file and does not have to pay any other referral fees to other agents.**
- Note: An example of the last two items above would be if you refer a client to a new home development either out of state or out of IBR's market area and that new home developer agrees to pay IBR a commission without any work by broker. The referring agent must get the Referral Agreement Broker to Broker form signed by the broker you are referring the client to.**
6. The Salesperson agrees to promptly pay all his/her expenses incurred in the normal course of business, if any.
7. The Referring Salesperson agrees to allow the Broker the right to withhold funds from commission checks/referral fees, or personal funds of said Salesperson to pay any unpaid expenses incurred by said Salesperson even if Salesperson no longer works for Broker.

8. The Salesperson agrees that all services performed by the Salesperson shall be remunerated solely by way of commission/referral fees herein above described as the commission split, or brokerage fee; or where applicable, a referral fee.
9. Salesperson agrees they have received no minimum salary, sick pay, advances or draws against commissions/referral fees.
10. Salesperson agrees that in no case shall the Broker be liable to Salesperson for any brokerage fee not collected, nor shall any Salesperson be personally liable for brokerage fee not collected.
11. Salesperson has not been required by Broker to maintain any specific schedule or attend any mandatory sales meetings, nor is requested to follow special procedures other than policies established as to security, public relations, Association of Real Estate regulations and sound business practices.
12. Salesperson may work as they see fit or not work, if they choose. Salesperson is not obligated to have set office hours.
13. Salesperson is responsible for his/her own Workers Compensation, income and employment taxes, etc., if any.
14. Broker reserves the right to refuse any referral referred by agent and/or to terminate any referral client if the situation arises.
15. Salesperson is responsible for maintaining automobile insurance and other car expenses as dictated by the laws of the State of Florida. Salesperson's automobile insurance company is:\_\_\_\_\_.
16. Salesperson recognizes that this Agreement does not constitute a hiring by either party. The parties hereto are and shall remain independent contractors bound by the provisions hereof. Salesperson will not be treated as an employee with respect to any services performed.
17. Salesperson agrees that he/she is under the control of the Broker as to their work only and not as the means by which such work result is accomplished.
18. Salesperson agrees that this Agreement shall not be construed as a partnership, and that the Broker shall not be liable for any obligations or liabilities incurred by the Salesperson, including, but not limited to, any physical accidents which may occur to Salesperson or his/her clients, customers, others, or to the Salesperson's or other's property.

19. Salesperson understands and agrees that they hold no ownership position, claim or portion of IBR Realty and Referral, Inc. whatsoever, no matter the duration of the Salesperson's contract with IBR Realty and Referral, Inc.
20. Salesperson agrees to abide by all the Policies and Procedures of IBR Realty and Referral, Inc., which are made a part of and attached hereto this Agreement.
21. Salesperson agrees that they shall not practice any real estate whatsoever until Salesperson's license has been physically received by the Broker, unless this is an automatic transfer.
22. Salesperson agrees to promptly **Inform the Broker** of any threatened legal action on any transaction, and, if deemed necessary by Broker, to allow Broker to escrow \$2500.00 for the E & O deductible. This sum shall be returned to Salesperson if there is no legal action or loss.
23. TERMINATION: This Agreement shall be effective as noted in paragraph 1, page 1, *and shall continue indefinitely, but may be terminated at any time by mutual agreement or in writing by either party.* Notwithstanding, the termination of the Agreement, the parties shall be required to carry out any provisions hereof which contemplate the Performance by them subsequent to such termination; and such termination shall not affect any liability, but not limited to, any liabilities or loss damage on account of default.
24. AMENDMENTS/ADDENDUMS. No amendments or additions to this agreement shall be binding unless in writing and signed by both parties unless herein otherwise provided. Upon reasonable notice, the brokerage may amend the fee schedule or other policies set forth above by means of amendments/addendums hereto.
25. GOVERNING LAW: This Agreement shall be governed, in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Florida and venue shall be Collier County.

**WHEN YOU HAVE QUESTIONS ABOUT ETHICAL AREAS, TECHNICAL AREAS, ETC., AND YOU CANNOT REACH THE BROKER OR ONE OF THE OWNERS, JUST THINK "INTEGRITY!!"**

Having read and understood the above REFERRAL INDEPENDENT CONTRACTOR AGREEMENT, including its Policies and Procedures, I herewith agree to such terms in this document.

\_\_\_\_\_  
Agent Signature Date

\_\_\_\_\_  
Agent Name (Print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Telephone (H) Telephone (cell)

\_\_\_\_\_  
Email

\_\_\_\_\_  
Real Estate License No.

**IBR Realty and Referral, Inc.**

\_\_\_\_\_  
**Marco Scola, Broker, President** **Date**

**IBR Realty and Referral, Inc**  
**t/a Independent Brokers Realty**  
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Marco Island, FL 34145  
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**Marco Scola, Broker, President, Owner 239-293-0970**  
**Hans Haedelt, Owner 239-207-1163**

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