

## INDEPENDENT CONTRACTOR AGREEMENT FOR REAL ESTATE REFERRAL AGENTS

This Agreement is entered into on \_\_\_\_\_, by and between the individual licensed real estate referral agent (hereinafter referred to as the "Referral Agent") and Garden State Referral Agency, LLC, a New Jersey limited liability company with offices located at 1179 E. Landis Avenue, Vineland, NJ 08360 (hereinafter referred to as the "Broker"). The parties agree to the following terms and conditions:

- 1. Term and Renewal:** This Agreement shall be effective for a period of one (1) year from the date signed. It may be renewed annually upon payment of a \$125.00 renewal fee by the Referral Agent. The Referral Agent has the option to prepay the fees for two years for a total of \$198. Fees are not prorated or refunded if agent later leaves the Broker.
- 2. Payment of fees:** Referral Agent authorizes Garden State Referral Agency to charge the payment method listed in the attached Charge Authorization for their initial registration fees and recurring renewal fees as outlined in this agreement with Garden State Referral Agency. Referral Agent understands that renewal fees are charged automatically each year on the renewal date, unless you cancel your referral license with Garden State Referral in writing prior to the renewal date.
- 3. Referral of Leads:** The Referral Agent agrees to refer all potential clients ("Leads") for real estate transactions—whether for sale, purchase, or lease—to the Broker. All Leads must be submitted in writing and include contact details and other pertinent information. Once submitted, the Referral Agent has no further responsibilities for the Lead and must refrain from providing any real estate services that would establish an agency relationship.
- 4. Handling of Leads:** The Broker will forward referred Leads to an external licensed real estate broker ("Third-Party Broker"), selected at the Broker's sole discretion, considering relevant factors including the Referral Agent's preferences and the area served.
- 5. Compliance:** The Referral Agent agrees to comply with all applicable federal, state, and local laws and regulations, including Do Not Call/Fax rules, and adhere to the ethical standards set by the National Association of REALTORS®. The Referral Agent shall be responsible for maintaining all necessary licensure.
- 6. Referral Services Only:** The Referral Agent acknowledges that the Broker operates exclusively as a referral agency and does not engage in direct brokerage activities.

7. **Commission:** Commissions will only be paid to the Referral Agent if the Broker receives a referral commission from a closed transaction related to the submitted Lead. No commission is due if the transaction is handled by a licensee outside of Broker's referral.
8. **MLS and REALTOR® Memberships:** The Referral Agent understands that neither the Broker nor the Referral Agent holds membership in any MLS or REALTOR® board as part of this Agreement. Any fees incurred from such entities shall be the Referral Agent's sole responsibility.
9. **Commission Split:** The Referral Agent will receive 80% of any referral commission collected by the Broker (e.g., from a \$1,000 referral fee, \$800 would go to the Referral Agent, and \$200 to the Broker). Payment will be made within ten (10) business days after commission funds have cleared Broker's account. Broker is not liable for unpaid or reduced commissions. When Broker refers the Lead to a "preferred" or "in-network" broker, the Referral Agent will receive 90% of any referral commission collected by the Broker.
10. **Independent Contractor Status:** The Referral Agent is an independent contractor, not an employee or partner of the Broker. No employment benefits are provided. The Referral Agent is responsible for all insurance coverage, including errors and omissions.
11. **Indemnification:** Each party agrees to indemnify and hold the other harmless from any third-party claims related to a referred transaction.
12. **Dispute Resolution:** Any disputes will be resolved by binding arbitration through the American Arbitration Association or a mutually agreed alternative.
13. **Termination:** This Agreement may be terminated by either party with written notice. Referral Agents remain entitled to commissions for pending transactions that result from prior Leads submitted before termination.
14. **Ownership of Leads:** All Leads submitted during the term of this Agreement remain the property of the Broker. Referral Agents are not entitled to future compensation from Leads that produce subsequent business after termination.
15. **Use of Materials:** The Referral Agent consents to the Broker's continued use of any files, data, or photographs associated with the Referral Agent's work with the Broker, even after termination.
16. **Confidentiality:** Post-termination, the Referral Agent shall not use confidential information obtained during the term of this Agreement for personal gain or the benefit of others.

**17. Disclosure:** The Referral Agent must disclose to the Broker and any other interested party to the transaction any material facts or material defects regarding a property or parties being referred. This includes the requirement that the Referring Agent disclose any financial interest the agent, or a member of the agent's immediate family has in a property that is subject to their referral.

**18. Modifications:** Changes to this Agreement are not valid unless made in writing and signed by both parties.

**19. Governing Law:** This Agreement shall be governed and interpreted in accordance with the laws of the State of New Jersey.

**Regulatory Compliance:** The Referral Agent agrees to abide by the rules of the New Jersey Real Estate Commission and limitations specific to referral agents. In compliance with N.J.S.A. 45:15-3 and N.J.A.C. 11:5-6.10, the Referral Agent's licensed activities are limited to:

- Referring prospects to the Broker or another authorized licensee as permitted.
- Sharing publicly available information or directing prospects to general real estate websites.

Referral Agents may not:

- Engage in listing, showing, negotiating, or any other brokerage activities.
- Represent clients or discuss transaction details, including financial qualifications.
- Be licensed with more than one real estate broker simultaneously.
- Receive compensation directly from anyone other than the Broker.

Acknowledgment of this Addendum is included with the execution of the Independent Contractor Agreement.

**Referral Agent Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Broker Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Robert Hanson, Licensed Real Estate Broker, Garden State Referral, LLC, 1179 E. Landis Ave., Vineland, NJ 08360. Phone: (609) 923-0590**