

UTAH CONNECT REAL ESTATE LLC

Referral Associate Independent Contractor Agreement

This Referral Associate Independent Contractor Agreement (the “Agreement”) is hereby entered into as of the ____ day of _____, 20__ (the “Effective Date”), by and between _____ (“Referral Associate”) and UTAH CONNECT REAL ESTATE, LLC, a Utah limited liability company (“Company”).

The purpose of this Agreement is to establish the terms under which Referral Associate shall provide services as an independent contractor for Company. Referral Associate and Company agree as follows:

1. Company is a licensed real estate company in the State of Utah, and Referral Associate is an actively licensed Sales Associate or Associate Broker with the State of Utah.

2. Referral Associate shall comply with (i) the terms of this Agreement, and (ii) all applicable laws, rules and regulations including, without limitation, the Utah Real Estate Licensing and Practices Act, the Utah Real Estate Licensing and Practices Rules and any similar rules and regulations of any other local governing entities.

3. It is the intention of the parties to establish an independent contractual relationship. Referral Associate shall retain sole discretion and judgment as to the manner and means of accomplishing the desired result of referring prospects for real estate purchases and sales to Company. Referral Associate will not be treated as an employee for State or Federal tax purposes with respect to the services rendered under this Agreement. Company shall, to the extent it is legally required to do so, file all necessary tax information and reports to the Federal, State and Local taxing authorities, including an Internal Revenue Service Form 1099 to report the income of Referral Associate arising under this Agreement. Company shall not withhold income taxes, social security taxes, disability or unemployment insurance payments, or any other assessments or taxes from referral fee compensation paid by the Company to Referral Associate unless required to do so by law and Referral Associate will not, subsequent to the termination of the Agreement, be entitled to unemployment compensation benefits. The Referral Associate agrees and understands that as a self-employed independent contractor, he or she will receive no minimum salary, sick pay or other employment benefits from the Company. Any referral fee compensation earned by the Referral Associate will be based solely on commissions earned as a result of referring prospect names hereunder, as set forth in Section 6(b) hereof.

4. All fees shall be considered earned upon the closing of a transaction (the “Closing”) and final receipt of the referral fee commission by Company. During each calendar year, Referral Associate will receive (i) seventy percent (70%) of the referral fee negotiated between Company and the real estate brokerage assigned the referral client for the first Closing that occurs during such calendar year, and (ii) seventy-five percent (75%) of the negotiated fee for subsequent Closings during such calendar year. The balance of the fee shall be retained by Company.

5. The Referral Associate’s annual renewal fee of \$75 shall be billed in August of each year. The annual fee shall be refunded to a Referral Associate upon the first successful earned commission during each calendar year. In the event a Closing occurs prior to the annual billing in August, the annual billing will be waived.

6. Referral Associate agrees to:

- a) Conduct any activity requiring a real estate license strictly in accordance with this Agreement;
- b) Submit all referral prospect names to the Principal Broker by completing a Referral Form, see Exhibit A. The Referral Form must be sent to the Principal Broker, Christine Robinson, at her email address, crobinson@bhhsutah.com . Upon receipt, the Principal Broker will contact the Referral Associate to obtain information needed to insure the correct placement of the referral prospect with the most qualified agent to best represent the referred prospect. The Referral Associate may request that a prospect be assigned to a particular active agent. While the Principal Broker shall strive to honor such requests, the Company reserves the right to make all final placement decisions. Principal Broker will forward the referral request to the Company’s Relocation & Referral Department to place and track the referral.
- c) Refrain from creating or imposing any liability on Company or any of its related entities; and

- d) Refrain from listing any real estate for sale, exchange, lease, rental, or from entering into an agency agreement or creating implied agency with prospective buyers or sellers. In the event the Referral Associate desires to purchase or sell real estate for their own account, Referral Associate will contact the Principal Broker to determine how such a transaction is to be handled on a case-by-case basis.

7. Company agrees to:

- a) Make available continuing education to facilitate agent licensing in the State of Utah;
- b) Provide a system for processing Referral Associate's referrals of prospective buyers and sellers;
- c) Coordinate with cooperating companies for the follow-up necessary to fulfill the terms of this Agreement;
- d) Provide confirming data to Referral Associate regarding each referral;
- e) Company shall not be liable to Referral Associate for any fees not collected by Company nor shall Company be obligated to pursue collection of any such fee on behalf of Referral Associate. Company, in its sole and absolute discretion, shall determine whether any transaction shall have been initiated by Referral Associate. In the case of any dispute between Referral Associate and any other person or entity, the decision of Company with respect to such dispute shall be final and binding. Suits for commission shall be maintained only in the name of Company. Company shall have the sole and absolute discretion to determine the amounts to be paid to or received from any cooperating brokerage. Commissions are deemed to have been earned only after Company has received payment in collected funds.

8. Referral Associate and Company agree during the term of this Agreement to, at their own separate expense, maintain their real estate licenses with the State of Utah. Referral Associate agrees to pay for his or her own licenses, professional dues and fees, costs of mailing, telephone, transportation, taxes and contribution payable to Federal, State, county or local government agencies or any other fees arising out of his or her activities as Referral Associate.

9. Referral Associate acknowledges that he or she has been informed that Company is not a member of any Board of Realtors or any Multiple Listing Service and has no intention of becoming such a member.

10. Referral Associate covenants and agrees to hold confidential all information pertaining to or connected in any way with the business of Company and will not divulge any such information to any person, firm, or corporation during the course of association with Company. Upon termination of the Agreement, Referral Associate agrees not to disclose nor furnish any person or entity any information concerning Company's clients, customers, properties, prices, policies, or relationships, nor remove any item belonging to or Referral Associate with Company as the same are solely the property of the Company.

11. Referral Associate shall have no authority to bind Company by any promise, statement, or representation unless specifically authorized to do so in writing by Company. Company 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.

12. Referral Associate agrees to indemnify, defend and hold harmless Company from and against all claims, demands and liability, including costs, attorney fees and damages of any nature, actual or punitive, to which Company may be subjected by reason of any action taken or omitted by Referral Associate, or any misrepresentations, promises or untrue statements made by Referral Associate during the term of this Agreement or accruing there from, including, without limitation, acts which may be deemed to be outside the scope of this Agreement for which a claim is made against Company.

13. In the event any transaction in which Referral Associate is involved results in a dispute, litigation, or legal expense, Referral Associate shall cooperate fully with Company. It is understood by Referral Associate that it is the policy of Company to avoid litigation whenever possible, but should a transaction which Referral Associate has handled be the subject of litigation or dispute, even though Referral Associate is not specifically named as party therein, the decision whether or not any such litigation in dispute shall be prosecuted, defended or settled, shall be the decision of Company.

14. 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. The rights of the parties to any commission or division thereof which accrued prior to the time of said notice, shall not be divested by the termination of this Agreement. Failure of either party to keep a license in full force and effect shall cause this Agreement to terminate

automatically as of the date when such license expires, is revoked, or is canceled. Said Referral Associate will receive fees from Company on those referrals pending in accordance with this Agreement.

15. This Agreement shall be governed by and interpreted according to the laws of the State of Utah without giving effect to the principles of conflict of law thereof.

16. This Agreement shall accrue to the benefit and be binding upon the successors in interest of Company. However, this Agreement is based on the personal services of Referral Associate and Referral Associate shall not delegate or assign any of Referral Associate’s rights or duties hereunder without the prior written consent of Company.

17. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement has been executed on the date first written below.

Referral Associate and Company acknowledge that each is in receipt of a copy of this Agreement and will comply with all of its terms and provisions.

Referral Associate Signature

Date

Referral Associate Printed Name

Email Address

Home Phone

Cell Phone

Mailing Address

Christine Robinson, Principal Broker
UTAH CONNECT REAL ESTATE, LLC

Date

EXHIBIT A

**UTAH CONNECT REAL ESTATE
REFERRAL FEE AGREEMENT**

IDENTIFICATION OF PERSONS AND ENTITIES:

Referring Broker: Utah Connect Real Estate

Referral Associate Name: _____

Address: 6340 S. 3000 E., Ste 600, Salt Lake City, UT 84060

Phone: 435-645-6002 Email: crobinson@bhhsutah.com

Receiving Broker: _____

Receiving Agent: _____

Receiving Broker Address: _____

Receiving Broker Phone : _____ Receiving Broker Email: _____

Prospective Principal/Client: _____

Address: _____

Phone: _____ Email: _____

AGREEMENT:

In consideration for receipt of the referral of the Prospective Principal/Client from Referring Broker, Receiving Broker agrees to pay Referring Broker as follows: Thirty Percent (30%) of the total gross compensation earned by Receiving Broker (based upon the Principal's/Client's side of the transaction) upon recordation of deed or other evidence of transfer.

[] Buy _____

[] Sells _____

[] Leases _____

Date: _____

Date: _____

REFERRING BROKER:

Utah Connect Real Estate, LLC

By _____

Christine Robinson, Principal Broker

RECEIVING BROKER:

By _____

Principal/Branch Broker

(Print Name)

Referring Broker

Tax ID# [45-5350858](#)