

## INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the “**Agreement**”) is made effective as of \_\_\_\_\_, by and between Referrals Unlimited, a Missouri limited liability company (“**LLC**”), and \_\_\_\_\_ (“**Real Estate Agent**”).

In consideration of LLC’s appointment of Real Estate Agent as an independent contractor of LLC and of the covenants, promises and undertakings set forth in this Agreement, the parties hereto agree as follows:

1.     **Appointment.** LLC hereby appoints Real Estate Agent to serve as an independent contractor in connection with the referral of potential real estate buyers and sellers to licensed real estate agents. Real Estate Agent hereby accepts such appointment on the terms and conditions set forth in this Agreement. Real Estate Agent acknowledges that LLC will not be a member of any franchise or realtor association.

2.     **Independent Contractor.** Real Estate Agent understands and agrees that he shall serve LLC as an independent contractor and not as an employee of LLC. Nothing contained in this Agreement shall be construed to place the parties in a relationship of partners, joint venturers, or principal and agent. Real Estate Agent is not authorized to assume or undertake any obligation of any kind, express or implied, on behalf of LLC, nor is Real Estate Agent authorized on behalf of LLC to make any promise, warranty, or representation with respect to LLC.

3.     **Taxes and Compliance with Laws.** Any and all amounts payable by LLC to Real Estate Agent shall be paid without reduction by LLC for any local, state, or federal income, employment, or withholding taxes, it being the intention of the parties that Real Estate Agent shall be responsible for the payment of all taxes imposed or related to his or her business activities. Real Estate Agent shall also be solely responsible for compliance with all state, local, and federal laws, codes, and ordinances applicable to the performance of his or her obligations hereunder.

4.     **Obligations of Real Estate Agent.** Real Estate Agent acknowledges and expressly agrees that each of the obligations set forth in this Section 4 is inherent in the relationship between the parties contemplated in this Agreement, and that a default of any such essential obligation will irreparably harm LLC. Accordingly, Real Estate Agent, at his sole cost and expense, expressly agrees that he shall:

- a.     Maintain his license with the Missouri Real Estate Commission (“**MREC**”), including paying for all required fees and attending continuing education classes and training sessions at Real Estate Agent’s expense as necessary and appropriate to maintain such license with the MREC.
- b.     Pay LLC an initial one year fee of One Hundred Dollars which will be pro-rated based on the date he joins. Thereafter, pay LLC \$100 every year on January 1.
- c.     Supply LLC with a complete copy of any referral agreement entered into with any listing agents or selling agents within two (2) business days after entering any

such referral agreement and supply LLC with any other information in regard to said referral agreement requested by LLC.

- d. Comply with any office manual or other written notice issued by LLC from time to time concerning LLC's referral and service policies and programs.
- e. Refrain from (i) signing any agency contract, (ii) writing any real estate contract, and/or (iii) representing himself as an agent in the sale or purchase of his own real estate.
- f. Limit Real Estate Agent's actions under his real estate license issued by the MREC to referring buyers and sellers of real estate to other agents licensed by the MREC and receiving referral fees for such referrals.
- g. Defend, indemnify and hold LLC harmless from and against all costs, damages and expenses incurred by LLC as a result of Real Estate Agent's negligence or failure to abide by his obligations hereunder.
- h. Sign such documents as necessary to cause all referral fees to which Real Estate Agent is entitled under his referral arrangements to be paid to LLC.

5. **Compensation.** Real Estate Agent shall be paid a commission equal to Seventy percent (70%) of the proceeds received by LLC at the closing of a real estate sale; *provided, however,* LLC shall have the right, in its discretion, to offset any amounts owed by Real Estate Agent to LLC against such commission. Any such commission payable to Real Estate Agent (less such amounts as may be offset by LLC pursuant to the preceding sentence) shall be paid on or before the date which is ten (10) calendar days after the date such proceeds are received by the LLC. Any commissions due the Referral Agent on transactions closed after termination by either party for any reason shall be paid in accordance with the agreement in force at the time of the referral.

6. **Termination.** This Agreement shall be in effect until terminated by LLC or Real Estate Agent by written notice to the other party; provided, however, that this Agreement shall automatically terminate at such time as Real Estate Agent is not in possession of a current real estate agent license issued by the MREC. This Agreement is not an employment contract and the relationship between LLC and Real Estate Agent remains terminable at the will of either party.

7. **Non-Solicitation Agreement.**

a. **Acknowledgments.** Real Estate Agent acknowledges that LLC's relationships with its customers, clients, employees, independent contractors, and other business associations are among LLC's most important assets and that developing, maintaining, and continuing such relationships is one of LLC's highest priorities. Real Estate Agent further understands Real Estate Agent will be relied upon to develop and to maintain such relationships on behalf of LLC throughout the course of Real Estate Agent's service relationship with LLC.

**b. Employment/Non-Solicitation of Employees and Independent Contractors.** Real Estate Agent agrees that, during Real Estate Agent's service relationship with LLC and for a period of one (1) year after termination of Real Estate Agent's service relationship with LLC for any reason (whether by Real Estate Agent or LLC), Real Estate Agent will not recruit, solicit, or induce, or attempt to recruit, solicit, or induce or indirectly assist in recruiting, soliciting, or inducing any employee or real estate agent independent contractor of LLC to terminate his/her employment with, or otherwise cease a relationship with, LLC for any reason. For the purposes of this provision, (i) "employee of LLC" is defined as any person who is employed by LLC as the case may be, in any capacity at the time Real Estate Agent executes this Agreement or any time thereafter, and (ii) "real estate agent independent contractor of LLC" is defined as any person who is engaged in a service relationship as an independent contractor with LLC at the time Real Estate Agent executes this Agreement or any time thereafter. The parties acknowledge that nothing in paragraph 7 is meant to preclude Real Estate Agent from entering into a referral arrangement for a commission from the sale of real estate with any other real estate agent, whether employed by or an independent contractor of LLC, or another real estate company authorized to sell and purchase real estate.

## **8. General Provisions.**

**a. Legal and Equitable Relief.** The restrictions contained in paragraph 7 are necessary for the protection of the legitimate business interests and goodwill of LLC. Real Estate Agent agrees any breach of paragraph 7 will cause LLC substantial and irrevocable damage. Real Estate Agent further agrees that, in addition to such other remedies that may be available, including the recovery of damages from Real Estate Agent, LLC shall have the right to injunctive relief to restrain or enjoin any actual or threatened breach of the provisions of paragraph 7, without posting bond notwithstanding any law or authenticity to the contrary. Real Estate Agent agrees he cannot defend against any action for such relief on the basis of an adequate remedy at law. The party that prevails in a legal proceeding to remedy a breach or threatened breach of this Agreement shall be entitled to recover its attorneys' fees and costs (including expert witness fees) incurred in connection with such proceeding, in addition to any other relief it may be granted.

**b. Severability.** The terms and provisions of this Agreement are severable in whole or in part, and if any term or provision of this Agreement is deemed invalid, illegal, or unenforceable, then the remaining terms and provisions shall remain in full force and effect.

**c. Assignment.** This Agreement is personal and not assignable by Real Estate Agent. LLC may assign this Agreement to any successor in interest to the business, or part thereof, of LLC.

**d. Governing Law and Consent to Jurisdiction.** This Agreement and all disputes relating to Real Estate Agent's service relationship with LLC shall be subject to, governed by, and construed in accordance with the laws of the State of Missouri, LLC's principal place of business, irrespective of any choice of law and/or of the fact that one or both of the parties now is or may become a resident of a different state. Real Estate Agent hereby expressly submits and consents to the exclusive personal jurisdiction and exclusive venue of the federal and state courts of competent jurisdiction in the State of Missouri, notwithstanding any law or authority to the contrary.

e. **No Conflicting Agreements.** Real Estate Agent represents to LLC (i) there are no restrictions, agreements, or understandings whatsoever to which Real Estate Agent is a party that would prevent or make unlawful his execution or performance of this Agreement or his provision of services hereunder, and (ii) Real Estate Agent's execution of this Agreement and service relationship with LLC does not constitute a breach of any contract, agreement, or understanding, oral or written, to which Real Estate Agent is a party or by which Real Estate Agent is bound.

f. **Disclosure of Agreement.** In the event LLC has reason to believe this Agreement has or may be breached, Real Estate Agent acknowledges and consents that this Agreement may be disclosed by LLC, without risk of liability, to a current or prospective employer or service recipient of Real Estate Agent or other business entity.

g. **Survival.** The obligations contained in this Agreement survive the termination, for any reason whatsoever, of Real Estate Agent's service relationship with LLC.

h. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to this subject matter and supersedes all prior agreements or understandings, if any, between the parties with respect to the service relationship of Real Estate Agent. This Agreement may be modified or amended only by an agreement in writing signed by both parties.

i. **No Waiver.** The failure of either party to insist on the performance of any of the terms or conditions of this Agreement, or failure to enforce any of the provisions of this Agreement, shall not be construed as a waiver or a relinquishment of any such provision. Any waiver or failure to enforce on any one occasion is effective only in that instance and the obligations of either party with respect of any provision in this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first set forth above.

THE PARTIES ARE CAUTIONED THAT, BY COMPLETING AND EXECUTING THIS AGREEMENT, LEGAL RIGHTS AND DUTIES ARE CREATED. THEY ARE ADVISED TO CONSULT INDEPENDENT LEGAL COUNSEL AS TO ALL MATTERS CONTAINED IN THIS DOCUMENT.

REAL ESTATE AGENT:

REFERRALS UNLIMITED, LLC

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

Address:\_\_\_\_\_

Home Tel Number \_\_\_\_\_

Cell Number \_\_\_\_\_

SSN# \_\_\_\_\_

Email:\_\_\_\_\_

By:\_\_\_\_\_

\_\_\_\_\_, Member