

Independent Contractor Agreement

For referral-only real estate brokers affiliated with Charlotte Area Referral Group Exchange.

At a glance

Membership: \$85 per year. Invoiced when you join and renewed every January 1st. No proration and no refunds.

Your referral payout: 33% on local (Greater Charlotte market) referrals and 25% on out-of-market, out-of-state, and international referrals, calculated on the commission earned by the receiving firm, less a 10% firm processing fee.

Dues: The Company is not a member of a Realtor association or the MLS, so you are not required to join either.

This Independent Contractor Agreement (the "Agreement") is entered into between the real estate broker named below ("Contractor") and **Charlotte Area Referral Group Exchange** (the "Company"), a referral-only real estate firm (NC Firm License #C40563), and is effective on the date it is signed by both parties.

1 Independent Contractor Status

Contractor is engaged as an independent contractor, not as an employee, partner, or joint venturer of the Company. The Company will not withhold taxes from any payment to Contractor. Contractor is responsible for all of Contractor's own taxes, insurance, and business expenses, and will receive an IRS Form 1099 for referral compensation paid.

2 Referral-Only Practice

- Contractor's license is affiliated with the Company for the sole purpose of referring buyers and sellers. While affiliated with the Company, Contractor will not list, show, or market property, negotiate transactions, or perform any other brokerage activity beyond making referrals.
- The Company is not a member of any Realtor association or Multiple Listing Service (MLS). Contractor is not required to join either, and the Company does not provide MLS access.

3 Membership Fee

- Annual Fee: \$85 per year.** The fee is invoiced when Contractor joins and renews every January 1st thereafter.
- No proration.** The fee is the same \$85 regardless of when during the year Contractor joins.
- Non-refundable.** No full, partial, or prorated refunds will be issued for any reason, including termination.
- Payment is made through the secure payment link included with the Company's emailed invoice.

4 Referral Compensation

When a referred transaction closes and the Company receives payment from the receiving firm, Contractor will be paid as follows:

- **Local referrals (Greater Charlotte market):** 33% of the gross commission earned by the receiving firm on the referred transaction.
- **Out-of-market, out-of-state, and international referrals:** 25% of the gross commission earned by the receiving firm on the referred transaction.
- **Firm processing fee:** the Company retains 10% of the referral compensation as a processing fee. Contractor receives the remaining 90%.
- Compensation is calculated on the commission only and excludes bonuses, incentives, and client-paid broker or administrative fees.
- No compensation is earned unless the referred transaction closes and the Company actually receives payment. Payment is made by direct deposit to the account on file.

Example (local referral)

Commission earned by the receiving firm	\$9,000.00
Referral compensation at 33%	\$2,970.00
Less 10% firm processing fee	– \$297.00
Paid to Contractor	\$2,673.00

5 Referral Submission

- All referrals must be submitted on the Company's official Referral Submission Form, signed by Contractor and the Company's Broker-in-Charge.
- Each referral must include the client's full name and contact information, Contractor's name, the type of transaction (buying, selling, or investment), and any helpful details such as property address and timeline.
- A referral is valid only if it is submitted **before** the client has engaged or signed with another agent.
- **Rental referrals are not accepted.**
- The Company manages the referral agreement with the receiving firm and processes payment upon closing.

6 Referral Placement & Affiliated Business Disclosure

- Contractor acknowledges that local referrals will be placed first with a qualified agent at the Company's affiliated brokerage, United Real Estate Queen City (Tri-Becker United, LLC), which shares common ownership with the Company.
- Out-of-market referrals will be placed with a qualified agent in the client's market.
- The Company decides referral eligibility and placement and is not required to use an agent suggested by Contractor.
- Contractor will not directly solicit or attempt to service a client after that client has been referred.

7 License Requirements

- Maintain an active real estate license in good standing in North Carolina and/or South Carolina.
- Complete all state-required continuing education and license renewals on time.

- Follow all applicable state and federal real estate laws and ethical standards.
- Failure to meet these requirements may result in immediate suspension or termination of this Agreement.

8 Confidentiality

Contractor will keep all client information obtained through the referral process confidential. Sharing or misuse of client information may result in immediate termination and possible legal action.

9 Indemnification

Contractor agrees to indemnify, defend, and hold harmless the Company and its affiliates, officers, directors, employees, and agents from all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising from Contractor's acts, omissions, or breach of this Agreement, including any violation of law, negligence, or misconduct.

10 Term & Termination

- This Agreement continues until either party terminates it with 30 days' written notice.
- Contractor will be paid for referral compensation earned before the termination date. Membership fees are not refunded.

11 General Provisions

- This Agreement is the entire agreement between the parties and replaces all prior agreements on this subject.
- This Agreement is governed by the laws of the State of North Carolina.
- The Company may update this Agreement with prior written notice to Contractor by email.
- If any part of this Agreement is found unenforceable, the rest remains in effect.
- Electronic signatures and signed copies sent by email are as valid as originals.

Signatures

By signing below, Contractor confirms they have read, understand, and accept this Agreement.

CONTRACTOR PRINTED NAME

LICENSE # / STATE

CONTRACTOR SIGNATURE

DATE

COMPANY REPRESENTATIVE

TITLE

COMPANY SIGNATURE

DATE

Company representative: Ernie Becker, Broker-in-Charge, Charlotte Area Referral Group Exchange