

CROSSVIEW

REFERRAL REALTY

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is between CrossView Referral Realty, LLC (“Broker”) and _____ (“Associate”).

The effective date of this agreement shall be the date on which this agreement is fully signed by both the BROKER and ASSOCIATE.

Broker is licensed as a real estate broker in the State of Florida and engages the services of real estate licensees for the purpose of generating listing and selling referrals.

Associate holds a valid Florida real estate license that is in good standing and desires to provide referral services to Broker.

1. **Employment:** Associate agrees to work for Broker as an Independent Contractor, and not as an employee; however, Associate understands that Broker is legally accountable for the activities of the Associate. Associate is responsible for paying all costs and obligations incurred by Associate in conducting his/her independent business. (including but not limited to: continuing education, license renewal fees, estimated income tax payments, self-employment taxes, occupational taxes and other taxes) Broker will not withhold any taxes from compensation due to Associate, nor will Broker provide worker’s compensation insurance for Associate.
2. **Associates Responsibilities:** Associate agrees that he/she will be working exclusively in the capacity of a Referral Agent, meaning that Associate shall only provide services relating to the referral of prospective customers to other real estate brokerage firms. Associate is not permitted to engage in listing, selling, leasing, renting, managing, counseling or appraising real property.
 - a. **Fair Housing:** Broker supports and practices Fair Housing principles. Associate has been advised that failure to comply with Fair Housing principles will result in appropriate disciplinary action and possible termination of this Agreement. Associate voluntarily agrees to comply with Fair Housing laws and regulations.

- b. Office Policy Manual: Broker maintains an office policy manual. Associate has received a copy and agrees to comply with the manual and such modifications, addenda, and changes as may be incorporated therein from time to time.
 - c. Compliance: Associate will not commit any act that violates Florida real estate license law and shall remain licensed and in good standing with the State of Florida Real Estate Commission.
 - d. Indemnification: Associate will indemnify and hold Broker, its officers, directors, family members, heirs, shareholders, successors and employees harmless from all claims, demands, suits, costs, and expenses, including reasonable attorneys' fees at all levels, of whatever nature and description to the extent based on Associate's representations, acts, omissions, negligence, willful misconduct, or violation of laws, rules, regulations, codes of ethics, this Agreement, or office policy manual.
 - e. Confidentiality: Associate acknowledges that Broker may disclose confidential information to Associate during the course of this Agreement. Any such information that is or should be reasonably understood to be confidential or proprietary to Broker, including customer lists, sales, costs, unpublished financial information, product and business plans, projections, marketing data, computer programs and supporting documentation, and Broker's office policy manual are considered confidential property of Broker. Associate will take reasonable steps and use due care during the term of this Agreement and after its termination to prevent the duplication or disclosure of confidential information, other than by or to Broker's employees or agents who must have access to the information to perform their duties for Broker.
 - f. Fee: Associate agrees to pay the one-time enrollment fee of \$60 within 2 days of invoice receipt. Invoice to be sent after Associate signs Agreement.
3. Compensation: Broker shall distribute to Associate those sums earned by Associate that are actually received by Broker. Any such commissions earned by Associate shall be paid to Associate by Broker promptly after receipt and processing of completed file, less any amount owed to Broker.
- a. Associate shall earn a referral commission for any referral (including oneself) submitted to Broker via the online referral form that results in a closing with the referred agent within 12 months of the referral.
 - b. Referral commission paid to CrossView Referral Realty, LLC is 25% of the compensation received by the referred brokerage before any fees or commission splits. Referral commission is not calculated on any bonuses received by the referred brokerage.
 - c. Associate shall be paid 90% of the referral commission received by Broker as the result of a referral.
4. Dispute Resolution: All disputes between Associate and another associate in Broker's firm will be resolved by Broker, and Associate agrees to abide by the decision of the Broker. All disputes between Broker and Associate will be mediated under rules of the American Arbitration Association or other mediator agreed upon by the parties. The parties will equally divide the mediation fee, if any.
5. Term; Termination: Either party may terminate this Agreement at any time by providing written notice to the other party. Failure by either party to maintain active licensure status pursuant to Chapter 475, Florida Statutes, will be deemed automatic termination. Upon termination of this

Agreement, Associate will return all Broker's property to Broker with no copies made or retained by Associate. In the event that Associate terminates his/her contractual relationship with Broker for any reason, all outstanding referrals that: were obtained through the efforts of the Associate during the term of this Agreement, and are not under contract to purchase or sell, shall be transferred to Associate or to Associate's new employing broker, on Associate's behalf. Broker shall retain all rights and ownership of any referrals obtained by Associate that are under contract to purchase or sell that have not yet closed. If Associate violates this Agreement, Broker may terminate this Agreement immediately, in which case Broker shall retain all rights and ownership of any referrals obtained by Associate that have not yet closed.

BY SIGNING BELOW, I AGREE TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND ACKNOWLEDGE RECEIPT OF CROSSVIEW REFERRAL REALTY, LLC OFFICE POLICY MANUAL. I GIVE CROSSVIEW REFERRAL REALTY, LLC PERMISSION TO MOVE AND ACTIVATE MY LICENSE.

Associate Signature and Date

Broker Signature and Date

Associate Printed Name

Broker Printed Name

Associate License Number _____

Associate e-mail _____

CROSSVIEW

REFERRAL REALTY

OFFICE POLICY MANUAL

This manual has been prepared to inform you of the policies and procedures of CrossView Referral Realty, LLC and to establish the company's expectations. The company reserves the right to unilaterally revise, suspend, revoke, terminate or change any of its policies, in whole or in part, whether described within this manual or elsewhere, in its sole discretion. If any discrepancy between this manual and current company policy arises, conform to current company policy. Feel free to ask questions about any of the information within this manual.

This manual supersedes and replaces any and all personnel policies and manuals previously distributed, made available or applicable to the team.

Customers are among our organization's most valuable assets. Every employee and independent contractor represents CrossView Referral Realty, LLC to our customers and the public. The way we do our jobs presents an image of our entire organization. Customers judge all of us by how they are treated by each employee and/or independent contractor. Therefore, one of our first business priorities is to assist any customer or potential customer. Nothing is more important than being courteous, friendly, helpful, and prompt in the attention you give to customers. Our personal contact with the public, our manners on the telephone, and the communications we send to customers are a reflection not only of ourselves, but also of the professionalism of CrossView Referral Realty, LLC. Positive customer relations not only enhance the public's perception or image of CrossView Referral Realty, LLC, but also pay off in greater customer loyalty and increased sales and profit.

INDEPENDENT CONTRACTOR AGREEMENT

The managing broker has an independent contractor relationship with its associates. Associates are not employees of CrossView Referral Realty, LLC and are not entitled to any employee benefits. Associates are responsible for all personal expenses associated with conducting real estate activities including, but not limited to: advertising, all professional licensing dues, continuing education, all taxes owed on commission earned.

Nothing in these office policies is intended to alter or amend the terms and conditions of the Independent Contractor Agreement. In particular, nothing in these office policies is intended to alter the right of either party to terminate the independent contractor agreement, with or without cause, to managing broker as set forth in the Independent Contractor Agreement. Neither the policies contained in this manual, nor any other written or verbal communication by the managing broker, are intended to create a contract of employment or a warranty of benefits. The policies contained herein may be added to, deleted, or changed by the Company in its sole discretion, except that the managing broker will not modify the policy regarding the parties' independent contractor relationship in any case. No officer, employee, or other representative of the Firm is authorized to enter into an agreement – express or implied – with any associate for employment.

REFERRAL ONLY TRANSACTIONS

Associates are engaged by Broker for the sole purpose of referring customers to other real estate brokerage firms in return for a referral fee. Associates are not permitted to engage in: listing, selling, leasing, renting, managing, counseling or appraising real property. Associates are not members of any board of Realtors®, MLS or other realtor associations. CrossView Referral Realty, LLC is a limited function referral company.

BROKERAGE RELATIONSHIP

Associates must disclose to customer that Associate is only referring their business to a Realtor® who will then help them with buying and/or selling needs. Therefore, Associates has no brokerage/agency relationship with the customer.

SUBMITTING A REFERRAL

All referrals MUST be submitted online at www.crossviewreferralrealty.com under the “Submit a Referral” tab to be considered a valid referral. Should you directly send a referral to a Realtor® and not complete the referral form online first, no referral commission will be paid. How the referral submission works:

1. Receive permission to refer the customer to a local Realtor®
2. Complete the referral form on our website
3. Receive confirmation that your referral form was received by our office (this will include the name of the Realtor® that was given your referral – comes within 1 business day of submitting referral)
4. Let the customer know who they should expect to hear from
5. Sit back and let us do our magic, once the home closes, you get paid

You can submit a referral **ANYWHERE**. We have referral partners all over the U.S. that are ready to help your customer purchase and/or sell a property.

Broker will make every effort to place your referral with the Realtor® of your choosing, should you list one on the referral form when you submit it. The exception would be if the Realtor® of your choosing is unavailable or does not want to accept the referral.

COMMISSION BREAKDOWN

Associate is entitled to 90% of the referral commission received by Broker as the result of a referral that successfully closed on a property within 12-months of the referral being submitted. There is one exception to this rule: should a customer purchase a new construction home and they are under contract at least 30 days prior to the 12-month referral deadline, the referral fee would still be due upon closing, even if closing is after the 12-month referral deadline.

The referral percentage is based off of the commission received and not off any bonuses that might have been paid to the referred Realtor®.

Below is an example of what you would expect to receive as a referral fee assuming the sales price was \$300,00 and the commission percentage received was 3%.

Example:

- Sales Closing Price: \$300,000
- Commission Percentage: 3%
- Commission Check Referred Broker Receives: \$9,000
- Referral Commission of 25% due to CrossView Referral Realty, LLC: \$2,250
- Your 90% Commission: \$2,025

PAYMENT METHOD

Once the real estate transaction closes, the receiving brokerage will pay CrossView Referral Realty, LLC the 25% referral fee. CrossView Referral Realty, LLC will then pay you 90% of the referral fee received via direct deposit. (It is Associates responsibility to notify Broker if direct deposit information has changed since becoming active with CrossView Referral Realty, LLC.) Broker makes every effort to pay out within 1 week of the home closing. What would delay payout is a delay in the receiving brokerage sending the referral fee to CrossView Referral Realty, LLC.

PURCHASE AND/OR SALE OF PERSONAL PROPERTY

Selling Personal Property: Should Associate want to sell a property they have ownership interest in, Associate may sell FSBO or submit a referral form online as the customer.

1. Selling FSBO: Associate must disclose on any advertising, as well as with potential buyers, that they hold an active real estate license. Associate must also notify Broker once the property is offered FSBO.
2. Selling as a Referral: When Associate chooses to refer themselves to a Realtor®, Associate must complete the online referral form. The standard referral percentage of 25% can be negotiated with the referred Realtor® as long as it is done before the Realtor® agrees to take the referral and it MUST be in writing. (When completing the online referral form put in the comments what referral percentage you are wanting.) The 90% split with CrossView Referral Realty, LLC still applies.

Buying a Personal Property: Should Associate want to purchase a property.

1. New Construction: Associate can represent themselves with the new home builder with all the commission being paid to CrossView Referral Realty, LLC and the traditional 90% split would apply. OR Associate can request 90% of the commission to be credited towards closing costs (would show up on the ALTA) and the remaining 10% would be paid directly to CrossView Referral Realty, LLC at closing, no additional split would apply.
2. Re-sale Purchase: Associate would refer themselves to a Realtor®, Associate must complete the online referral form. The standard referral percentage of 25% can be negotiated with the referred Realtor® as long as it is done before the Realtor® agrees to take the referral and it MUST be in writing. (When completing the online referral form put in the comments what referral percentage you are wanting.) The 90% split with CrossView Referral Realty, LLC still applies.

ADVERTISING/MARKETING

DBPR has strict rules about what you can and can't do when it comes to advertising your services as a real estate agent and being a referral agent is no different. Florida License Law and rules require that the Associate include the CrossView Referral Realty, LLC logo and information if the Associate's name is used.

If you would like to advertise on social media, websites, written or otherwise, you are required to send us a copy so we can review it for compliance. We can send you the CrossView Referral Realty, LLC logo should you ask.

CrossView Referral Realty, LLC adheres strictly to the Florida License Law and rules regarding advertising

FAIR HOUSING

CrossView Referral Realty, LLC has zero tolerance for violations of the Fair Housing laws and prohibits any customer, customer, associate, or employee from discriminating in the provision of any of the company's services on the basis of age, sex, race, color, religion, physical or mental disability, familial status, marital status, national origin, ancestry, genetic information, sexual orientation, source of income, or any other protected category.

The parties agree to comply with all applicable federal, state and local fair housing laws.

Please visit the EEOC website for more information on the various types of discrimination prohibited by law and protected classes: <https://www.eeoc.gov/laws/types/>

Any violation of fair housing laws or this policy must be reported to the managing Broker immediately. Independent contractors are prohibited from engaging in any conduct in violation of this policy and are subject to removal from their duties or activities with the Firm for violations of this policy.

DO NOT CALL COMPLIANCE

As you are probably aware, the Federal Trade Commission ("FTC") adopted regulations under the Federal Telephone Consumer Protection Act ("Act") adopting a national Do Not Call Registry ("DNC Registry"). The FTC and the Federal Communications Commission ("FCC") are charged with adopting rules to implement the Act and handling complaints concerning violations of the Act. This policy is adopted by CrossView Referral Realty, LLC to provide guidance for members of the Company in connection with compliance with the Act and the DNC Registry.

The policy is that the Company, all of its sponsored Associates, and any of its employees and representatives, will comply with the Act and DNC Registry.

The Company reserves the right to amend or modify this policy at any time as may be determined necessary by the Company.

All Associate and employees should make themselves familiar with the National Do Not Call Registry rules and regulations. They can be found here: <https://www.donotcall.gov/faq/faqbusiness.aspx>

ASSOCIATE INFORMATION

Associate is responsible for updating Broker of any changes to: address, number, e-mail, direct deposit, license status, etc.

LICENSE RENWAL

Associate must maintain a valid Florida real estate license in good standing. Should Associate fail to take and/or pass the necessary continuing education requirements, and/or renew with DBPR, Associate understands that their license will be suspended or revoked, and Associate will be immediately terminated by brokerage. Associate is responsible for keeping up with their own license requirements.

ASSOCIATE TERMINATION WITH BROKERAGE

Associate may leave CrossView Referral Realty, LLC at any time by providing written notice to Broker. Upon termination, Associate will return all Broker's property to Broker with no copies made or retained by Associate. Any outstanding referrals that were obtained through the Associate during the term of this agreement, and are not under contract to purchase or sell, shall be transferred to Associate or to Associates new employing Broker, on Associates behalf. Broker shall retain all rights and ownership of any referrals obtained by Associate that are under contract to purchase or sell that have not yet closed. If Associate violates this agreement, Broker may terminate this agreement immediately, in which case Broker shall retain all rights and ownership of any referrals obtained by Associate that have not yet closed.

Should Associate want to get back into real estate full-time, the broker at CrossView Realty, Inc would be happy to meet with Associate to discuss any and all opportunities available at CrossView Realty, Inc.

RECRUITING OTHER ASSOCIATES

CrossView Referral Realty, LLC is always looking for new referral agents to join our team. Should you know of someone that has an active Florida real estate license but isn't able to or doesn't want to be a full-time Realtor® please have them visit our website (www.crossviewreferralrealty.com) and complete the join our team form.

By signing below, I acknowledge that I have read and understand the office policy manual in its entirety. I will abide by the policies or will be terminated from CrossView Referral Realty, LLC.

Associate Signature and Date

Managing Broker Signature and Date

Associate Printed Name

Managing Broker Printed Name

CROSSVIEW

REFERRAL REALTY

ASSOCIATE DIRECT DEPOSIT AUTHORIZATION FORM

Please Check One:

NEW Direct Deposit

CHANGE Direct Deposit

FINANCIAL INSTITUTION INFORMATION

BANK NAME: _____

BANK ADDRESS: _____

NAME ON BANK ACCOUNT: _____

BANK ACCOUNT NUMBER: _____

(9) DIGIT ROUTING NUMBER: _____

TYPE OF ACCOUNT: CHECKING SAVINGS

Please attach a "VOID" check for our records to ensure accuracy of information.

Approvals/Authorizations - I certify that the information provided on this form is correct, and I hereby authorize CrossView Referral Realty, LLC (CVRR) to electronically deposit payments to the bank account designated above. It is my responsibility to notify CVRR (crossviewreferralrealty@gmail.com) immediately if I believe there is a discrepancy between the amount deposited to my bank account and the amount of the deposit paid. I understand that I must notify CVRR in writing immediately of any changes in status or banking information. Should any fees be charged to CVRR for wrong account information they will be passed onto Associate. I understand that this authorization will remain in full force and effect until CVRR has received written notification requesting a change or cancellation and has had reasonable opportunity to act on it, which should take no longer than ten (10) business days.

NAME _____

SIGNATURE & Date _____