

REAL ESTATE REFERRALS GROUP
Applicant Information

Date: _____ Referred By: _____

New Agent

Transferring From _____ Date joined _____

Name: _____ Designations (GRI, CRS, etc.) _____

SS#: _____ Mailing Address: _____

Birth Date: _____ _____

Phone: _____ _____

Cell: _____ _____

Email Address: _____

OREA License Number: _____

Date of License Transfer: _____

Date of Original RE License: _____

I have received and read the Real Estate Referrals Group Independent Contractor Agreement and agree to all the terms and conditions.

Signature _____ Date: _____

Check # _____ in amount of \$25 as one-time administrative set-up fee received.

REAL ESTATE REFERRALS GROUP
INDEPENDENT CONTRACTOR AGREEMENT

Agent's Name _____

Agent's Address _____

Phone/Email _____

Agent's Social Security No. _____

Licensee's Name: REAL ESTATE REFERRALS GROUP

A subsidiary of: YAMHILL COUNTY REALTY GROUP

Address:

215 N. BLAINE ST.

NEWBERG, OR 97132

Agreement Date _____

Engagement

This agreement is entered into on the above date between the Agent and Licensee identified above. Subject to the terms and conditions of this Agreement, Licensee engages Agent as an independent contractor for the purpose of referring Buyers and Sellers to actively licensed Realtors. It is understood that licensees within the company are not to engage in any professional real estate activity.

General Terms of Engagement

A. Agent understands that he/she is entering into this Agreement as an independent contractor and not as an employee. Licensee will have no responsibility to withhold or pay any income or other taxes on Agent's compensation or to provide any insurance, retirement or other employee benefits to Agent. Agent's independent contractor status will define the parties' relationship despite any contrary designation that appears on Agent's real estate license.

B. Agent will be free to determine his/her own business hours.

C. Agent agrees not to do anything by action, conduct, statement or association that might damage the goodwill associated with the Real Estate Referrals Group name, trademarks, or reputation or cause the public to lose confidence in the organization.

D. Agent will have no authority to incur obligations on Licensee's behalf and promises (1) not to sign any contract, agreement, lease or note in the name of Licensee (2) not to open or maintain any bank account in the name of Licensee and (3) not to endorse for collection or deposit in Agent's personal account any check, money order or other negotiable instrument made payable to Licensee.

Compensation and Expense Allocation

E. For so long as Agent's association with Licensee continues, all income earned from Agent's real estate referral activities will be accounted for and disbursed through Real Estate Referrals Group.

F. Agent agrees to pay Real Estate Referrals Group a one-time \$25 administration fee upon signing this agreement. Agent's commission split will be 100% of any referral check received less \$150 retained by Licensee. Agent acknowledges that Licensee retains sole discretion to change this policy by giving written notice to Agent. Agent's compensation will be payable only from referral payments generated from closed transactions and Agent may not draw or borrow against any compensation payment.

G. Agent will be solely responsible for paying the cost of his/her own real estate license fees and occupational taxes and insurance. There will be no monthly fees for E&O insurance as long as Agent is a member of Real Estate Referrals Group.

Restrictive Covenants and Confidential Information

H. Licensee recognizes and agrees that all customer names and profiles Agent possess at this relationship's inception, or personally develops during the time Agent is associated with Licensee (collectively "Agent's data"), constitute valuable business assets of Agent that are entitled to protection as confidential information. Licensee promises that it will not, during the time of Agent's association with Licensee, attempt to obtain or exploit Agent's data and will not attempt to stop Agent from taking Agent's data when him/her when Agent's relationship with Licensee ends.

Terms and Termination

I. Agent's association with Licensee Real Estate Referrals Group will continue for an indefinite period, beginning with the date this contract is signed by Agent. Either Agent or Licensee may terminate Agent's association with Real Estate Referrals Group at any time with or without cause or prior notice. However, Agent agrees to provide a minimum of one year of service for RERG before terminating association. Should association be terminated prior to one year, Agent agrees to reimburse Real Estate Referrals Group all costs outlaid in the course of licensure including cost of instructional course, any additional course materials, cost of licensing and cost of exam if applicable.

J. Termination of Agent's association with Licensee will not terminate any of the continuing right or obligations of either Agent or Licensee under this agreement, particularly the covenants in Section I.

K. After Agent's association with Licensee terminates, Licensee will continue to pay Agent's commission on closed transactions in accordance with the commission splitting policy that applied on the date of Agent's termination.

L. If Agent owes Licensee any fees or other amounts at the time Agent's association with Licensee, or if any amounts become due after termination, Agent authorizes Licensee to deduct the amount due from any commissions or other amounts due Agent until Agent's account with Licensee has been fully paid.

Representations

M. Agent represents to Licensee that:

1. Agent is duly licensed as a real estate broker (a "real estate professional") in the state of Oregon. The Agent license is current during the term of this Agreement.

2. Agent is not now and has not been within the last five years a defendant in any lawsuit alleging professional misconduct or violation or any deceptive trade practices or consumer protection law nor is Agent currently subject to an investigation by a real estate commission or comparable oversight body.

3. Licensee represents to Agent that Licensee or Licensee's Owner and principal is duly licensed as a real estate Principal Broker in the state in which Real Estate Referrals Group is located.

Miscellaneous Provisions

N. If any provision of this agreement is found to be void or unenforceable by any court or arbitration panel, the finding will have no effect on any other provision of this agreement, and all other provisions will remain in full force and effect.

O. This agreement and any policies and guidelines Real Estate Referrals Group issues, constitutes the entire agreement and understanding between the parties and supersedes any prior agreement and understanding relating to the subject matter of this agreement. No change, amendment or waiver of any provision of this agreement will be binding unless in writing and signed by both Agent and Licensee.

AGENT

Print Name

Date

REAL ESTATE REFERRALS GROUP representative

Print Name

Date