

Agents Referral Network LLC.
Independent Contractor Agreement for Referral Agent

This AGREEMENT made as of _____ Between

Agent Referral Network, LLC (Broker) and _____

(Referral Agent) provides:

- (a) Broker is a LLC, duly licensed in active status by the Utah Division of Real Estate as Real Estate Broker.
- (b) Referral Agent is an individual duly licensed active status by the Utah Division of Real Estate as Real Estate Salesperson.

Broker and Referral Agent agree to the following terms and condition:

- 1. Licensees:** Referral Agent agrees to keep his/her license active and in good standing. This includes paying the appropriate fees, completing all required Continuing Education courses, and any other licensing requirements for the State of Utah. Referral Agent is an independent contractor, and agrees to pay for all of his/her taxes and related expenses. Broker is not responsible for Referral Agent's failure to pay any required taxes. If the Referral Agent's License is revoked, suspended, or not renewed for any reason, this agreement shall automatically terminate.
- 2. Referral Agent Services:** Referral Agent agrees that he/she will not actively engage in the Real Estate Business. This includes, but is not limited to, selling or offering to sell or negotiate the purchase, sale, or exchange of Real Estate, lease, rent, or offer to rent any Real Estate, or to negotiate leases thereof, accepting deposits, writing or executing Real Estate related documents, contracts, etc.
- 3. Fees:** The standard fee to be charged for services performed under this agreement is 25% of the Referral side of the commission received by the Broker from the Receiving Agent. Broker agrees to pay 75% of the gross Referral fee to the Referral Agent as soon as practicable. In no case shall Broker or Referral Agent be personally liable for any Referral fee.
- 4. Indemnification:** Referral Agent agrees to hold Broker harmless of any suits, claims, liens, lawsuits, judgments, etc, resulting from his/her violation of this agreement or any other applicable laws, rules, regulations, or Code of Ethics.
- 5. Noncompetition:** Referral Agent shall not, after termination of this agreement, use to his or her advantage or the advantage of any competitor Broker, any information obtained by Referral Agent during his or her affiliation with the Broker and which is not known generally, and all leads of Broker's office of Real Estate for sale and lease during such affiliation shall be the property of Broker.

6. Dispute Resolution: Referral Agent agrees that any dispute or disagreement arising out of his/her activities, as a Referral Agent shall be submitted to Broker for decision and Referral Agent agrees to accept and comply promptly with the decision of the Broker.

7. Miscellaneous: This agreement shall be governed by laws of Utah in all matters, including without limitation, its validity, construction, interpretation, and performance.

8. Membership: Agent agrees to refer any and all Real Estate Business to the Broker by executing the Referral form. Referral Agent agrees to pay to Broker an annual membership fee of \$100.00.

_____/_____
Referral Agent's Signature Date Broker Signature / Date

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Application

License # _____ Effective Date: _____

Legal Name: _____

Address: _____

Phone (Home): _____ Work: _____

(Mobile): _____ Fax: _____

E-mail: _____ SS#: _____

Make Checks / Money Orders Payable to:

**Agent Referral Network, LLC
P.O. Box 1396
American Fork, Utah 84003
(801) 792-5516
(801) 216-4387**