



Independent Contractor Agreement

Made this _____ day of _____, 20____ between UTAH REFERRAL NETWORK, LLC, having its principal office at 783 Miller Ave, North Salt Lake, UT 84054, hereinafter called the BROKERAGE, and _____, hereinafter called CONTRACTOR.

WHEREAS, the BROKERAGE is duly registered as a Real Estate Brokerage company in the State of Utah, and

WHEREAS, the CONTRACTOR is duly licensed as a Real Estate Sales Agent and properly qualified to solicit real estate for sale or exchange,

WHEREAS, it is deemed to be to the mutual advantage of the BROKERAGE and CONTRACTOR to form the association for good and valuable consideration.

1. INDEPENDENT CONTRACTOR:

A. CONTRACTOR shall be deemed to be an Independent Contractor contracting with the BROKERAGE at arms-length. CONTRACTOR shall be free to dispose of such portion of his or her entire time, energy, efforts and skill, as he or she sees fit. CONTRACTOR shall not be required to keep definite office hours, attend sales meetings or training sessions, adhere to sales quotas or participate in floor time. CONTRACTOR shall not have mandatory duties except those specifically set out in the Agreement. Further, CONTRACTOR shall establish his or her own endeavors. Nothing contained in this paragraph shall be regarded as creating any relationship (employment, joint venture, partnership, or ownership) between the parties other than as set forth herein. CONTRACTOR shall not receive any benefits from BROKERAGE whatsoever.

B. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for Federal tax purposes. **C. The CONTRACTOR understands that he/she may work as a referral agent only. The CONTRACTOR may not sell or list real estate. The CONTRACTOR shall not be affiliated with any Realtors' board nor have access to any MLS services. The CONTRACTOR may not distribute business cards that indicate that he/she is affiliated with any real estate agency other than BROKERAGE. The CONTRACTOR may only refer sales and listing leads to a Real Estate Agency and Salesperson who has executed a BROKERAGE provided and approved Percentage Referral Agreement with BROKERAGE. When making a referral it is the CONTRACTOR'S responsibility to secure in advance a Percentage Referral Agreement which is signed by the receiving Real Estate Agency, delivered to the BROKERAGE, and accepted by BROKERAGE. All such Agreements must be in writing.**

2. BROKERAGE RESPONSIBILITIES:

A. BROKERAGE agrees that in consideration of the payment to BROKERAGE of the transaction fee set forth in the Percentage Referral Agreement in effect for a referral, BROKERAGE shall make available to CONTRACTOR reasonable guidance designed to allow the CONTRACTOR to carry out his/her referral business.

B. All referral commissions payable to CONTRACTOR are negotiable, and will be paid by the receiving Real Estate Agency to the BROKERAGE and in turn paid (net of the applicable transaction fee) by the BROKERAGE to CONTRACTOR. BROKERAGE shall have responsibility to pay CONTRACTOR on any referral commission earned on any sale of property as to which a Percentage Referral Agreement is in effect only if and when BROKERAGE receives from the receiving Real Estate Agency or the closing title company payable to BROKERAGE under the Percentage Referral Agreement. In this regard, BROKERAGE makes no representation or warranty that receiving Real Estate Agency or the closing title company will in fact pay applicable referral commissions payable pursuant to a Percentage Referral Agreement. On referrals sent to another Real Estate Agency and Sales Representative designated by the CONTRACTOR, the BROKERAGE shall retain a \$500 transaction fee on each referral commission received by BROKERAGE or 50% of the referral commission received by BROKERAGE, whichever is less, and the CONTRACTOR shall receive the remainder that is received by BROKERAGE. If the referral is sent to the BROKERAGE, to be referred at the discretion of the BROKERAGE to a Real Estate Agency and Sales Agent of BROKERAGE's choosing, the BROKERAGE shall waive the transaction fee on each referral commission received by BROKERAGE and the CONTRACTOR shall receive the remainder that is received by BROKERAGE.

C. CONTRACTOR will pay a monthly fee of \$10 per month or \$100 per year to Utah Referral Network LLC to have their license placed with the BROKERAGE.

3. CONTRACTOR'S RESPONSIBILITIES:

A. The CONTRACTOR shall conduct his/her business as to maintain and increase the good will and reputation of the BROKERAGE, and the CONTRACTOR shall conform to all laws, rules, regulations, and codes of ethics that are applicable to real estate sales agents and further agrees to abide by all rules and regulations concerning the operation of the BROKERAGE'S business, which the BROKERAGE may impose from time to time. CONTRACTOR shall be an Independent Contractor and not an employee or partner of the BROKERAGE.

B. The CONTRACTOR agrees to devote his/her time and render his/her service to the best of his/her ability in the transaction of the business of the BROKERAGE.

C. CONTRACTOR shall be responsible for all expenses including, but not limited to, automobile, travel, insurance, entertainment, food, lodging, license fees and dues, income taxes, withholding taxes and the like, which may result from his/her being licensed and associated with BROKERAGE. Under no circumstances shall BROKER be responsible for any expenses whatsoever.

D. Neither the BROKERAGE nor any of its owners, employees, agent or brokers shall be liable to the CONTRACTOR for any expenses incurred by him/her, nor shall the CONTRACTOR be liable to the BROKERAGE for office help or expenses and the CONTRACTOR shall have no authority to bind the BROKERAGE by any promise or representation unless specifically authorized in writing to do so. Any expense paid for attorneys fees incurred in suits for commission shall be paid by the parties in the same proportions as their respective shares of commissions. Only the BROKERAGE, in its sole discretion, shall have the right to retain an attorney to institute suits for commissions. BROKERAGE reserves the right in its sole discretion to determine whether to pursue litigation to collection any referral commissions and neither the BROKERAGE nor any of its owners, employees, or brokers shall have any liability or responsibility for failing or refusing for any reason to institute, prosecute or complete any collection effort to collect unpaid referral commissions.

E. CONTRACTOR shall not hire, employ, contract with or for, retain, license or sponsor any subagent(s).

4. FAIR HOUSING: BROKERAGE is committed to full compliance with all federal and state Fair Housing Laws. Contractor shall fully comply with all Fair Housing requirements and shall not act or advertise in any way to deny equal professional services to any person for reasons of race, color, religion, sex, handicap, familial status, or national origin as called for in the "Equal Housing Opportunity Act".

5. FINANCIAL OBLIGATIONS: Any required governmental fees are the responsibility of the CONTRACTOR, not the BROKERAGE or any of its owners, employees, or brokers.

6. LIABILITIES AND INDEMNIFICATION:

The BROKERAGE and its owners, employees, and brokers shall not be liable to CONTRACTOR for any expenses by CONTRACTOR, nor shall CONTRACTOR have authority to bind the BROKERAGE by any promise or representations, unless specifically authorized in advance and in writing by BROKERAGE. From time to time, claims, complaints or litigation involving the BROKERAGE may arise directly from the activities of CONTRACTOR. CONTRACTOR agrees to pay all costs and expenses incurred by the BROKERAGE in defending or satisfying any claim or judgment assessed against the BROKERAGE due to CONTRACTOR'S activity. Further, CONTRACTOR agrees to pay all legal fees. CONTRACTOR shall IMMEDIATELY notify BROKERAGE of any circumstances likely to give rise to any kind of claim against Contractor and/or BROKERAGE. In the event of a claim, lawsuit or arbitration demand, BROKERAGE may withhold from CONTRACTOR'S commissions payable an amount adequate to satisfy any costs, pending settlement or other disposition of the matter. BROKERAGE may, in BROKERAGE'S sole discretion, apply such sums as are necessary to settle or to satisfy any such claim or award. The BROKERAGE reserves the right to select the attorney(s) and reserves the right to defend any such complaint, claim or litigation as it, in its sole discretion, sees fit. CONTRACTOR shall indemnify and hold harmless BROKERAGE, and its owners, employees and brokers from all fines, levies, suits, proceedings, claims, actions or causes of actions of any kind whatsoever including, but not limited to, all costs, court costs, litigation expenses and attorney fees arising from, growing out of, in connection with or incidental to CONTRACTOR'S activities and operation of a real estate business.

7. TERMINATION:

A. By BROKERAGE with Cause. In the event CONTRACTOR fails to conduct his/her business in accordance with any applicable law or within the terms of this Agreement, the BROKERAGE may terminate this Agreement immediately and without notice.

B. By either Party without Cause. Either party, without cause, may terminate this Agreement at any time upon the giving of written notice to the other.

C. Effect on Commission. CONTRACTOR shall be entitled to any commission, and BROKERAGE shall be entitled to any transaction fee, on real estate transactions which were under contract prior to said termination date and such commission and transaction fee shall be paid to CONTRACTOR and BROKERAGE respectively only upon the closing and funding of any such transaction and the complete compliance by CONTRACTOR of all obligations under this Agreement. In the event CONTRACTOR'S contractual relationship is terminated by the BROKERAGE, by default of CONTRACTOR on any clauses in this agreement, any and all unpaid commissions earned by the CONTRACTOR will be forfeited. Payments of commissions to CONTRACTOR shall be subject to the provisions of this Agreement.

8. MISCELLANEOUS PROVISIONS:

A. Any notice required to be given pursuant to this agreement shall be given in writing and delivered in person or by Certified Mail Return Receipt Requested to the party entitled to receive notice at the address given above. Notices so mailed shall be deemed given as of the time of deposit in the United States Postal Service. Changes of address may be given in the same manner as other notices.

B. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all of the parties hereto; the parties acknowledge that this is the complete and final expression of their Agreement.

C. No waiver of any breach of any condition hereto shall constitute a waiver of any subagent breach.

D. This Agreement shall be governed and constitute in accordance with the laws of the State of Utah.

E. The invalidity or unenforceability of any particular word, sentence, paragraph, sub-paragraph, or provisions of this Agreement shall not effect the other words, sentences, paragraphs, sub-paragraphs or provisions of this Agreement and shall be interpreted in all respects as if such invalid or unenforceable parts were omitted.

F. This Agreement shall become binding and inures to the benefits of the parties hereto, their heirs, executors, administrators, successors and assigns.

G. The BROKERAGE reserves the right to assign, pledge, hypothecate or transfer this Agreement, or its interest herein, provided that CONTRACTOR'S rights and privileges granted herein shall not be affected. The CONTRACTOR may not assign, pledge, hypothecate or transfer this Agreement without the prior written consent of BROKERAGE and any purported assignment by CONTRACTOR in violation of this provision shall be null and void.

9. DISCLAIMER:

The success of the CONTRACTOR in the referral real estate service business is speculative and will depend on many factors including, to a large extent, CONTRACTOR'S independent business ability. CONTRACTOR has not relied on any warranty or representation written, printed or oral, expressed or implied, as to his/her potential success in the business venture contemplated hereby.

IN WITNESS WHEREOF, the parties hereto, after reading this entire Agreement, have executed this Agreement the day and year first written above.

UTAH REFERRAL NETWORK, LLC

X _____
Its _____

CONTRACTOR (Signature)

X _____

Print Name