



LICENSED REFERRAL ASSOCIATE  
INDEPENDENT CONTRACTORS AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
by and between LICENSED REFERRAL ASSOCIATES, LLC (hereinafter referred to as the "Broker"), having its  
principal office at 15550 Wayzata Boulevard, Wayzata, Minnesota 55391, and \_\_\_\_\_  
(hereinafter referred to as the "Referral Associate"), residing at \_\_\_\_\_

**WITNESSETH**

WHEREAS, the Broker is duly registered and licensed as a Real Estate Broker in the State of Minnesota, and is qualified to and does operate a general real estate referral business; and

WHEREAS, the Referral Associate is now engaged in business as a referral real estate sales associate, and has enjoyed, and does enjoy a good reputation for fair and honest dealing with the public as such; and

WHEREAS, it is deemed to be a mutual advantage of the Broker and the Referral Associate to form the association hereinafter agreed to under the terms and conditions hereinafter set out;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained in this Agreement, it is agreed by and between the parties as follows:

1. The Referral Associate fully understands that he or she will not be permitted to list or sell real estate but will only act in the capacity of a source of referrals.
2. The Referral Associate agrees to conduct his or her business so as to conform to and abide by all laws, rules, regulations and code of ethics that are binding upon or applicable to real estate licensed salespersons, and to become aware and follow the guidelines and policies as set forth by the broker. The broker must approve any and all advertising or mailings before being circulated.
3. The Referral Associate agrees to contact Jana Lowenstein at the Relocation Department 952-473-7000 or [jana@fazhomes.com](mailto:jana@fazhomes.com) to refer to the Broker any and all information regarding potential listings for the lease, sale or purchase of real estate (the "Leads"). Subsequent to the referral of the Leads to the Broker, the Referral Associate shall have no further duties or obligations with respect to them, except to refrain from interfering with later activities by other parties as are contemplated under this Agreement.
4. The Broker shall process and refer all leads to a duly licensed Roger Fazendin REALTORS<sup>®</sup> salesperson or to another broker serving the outside market area of the Lead (the "third party broker"). The Broker will coordinate with the salesperson or third party broker for the follow-up necessary to fulfill the terms of this agreement.
5. The Referral Associate is aware that the Broker does not, and will not, maintain membership in any Boards of Realtors or Multiple Listing Services.
6. The Broker agrees to distribute commissions earned by the Referral Associate not later than ten (10) days after the receipt by the Broker of the commission. The commission arrangement for the Referral Associate shall be as published in the Commission Schedule of the Policy and Procedures Agreement. The Broker is not liable to the Referral Associate for

commissions not collected, and expenses associated with the collection of a commission shall be shared in direct proportion to the participation in the commission. The broker shall be the sole judge of whether any transaction shall have been initiated by Referral Associate, and in the case of any dispute between Referral Associate and any other person, the decision of the broker with respect to such dispute shall be final and binding upon Referral Associate.

7. Referral Associate agrees to indemnify from all claims, demands and liability, including costs, attorney fees and damages of any nature, actual or punitive, to which broker may be subject by reason of action taken or omitted by Referral Associate, or misrepresentation, promises or untrue statements made by Referral Associate during the life of the Agreement or accruing therefrom, including, without limitation, acts which may be deemed to be outside the scope of this Agreement for which a claim is made against Broker.

The Broker shall not be liable to the Referral Associate for any expense incurred by the Referral Associate, or for any of his or her acts nor shall the Referral Associate be liable to the Broker for any expenses of the operation of the Broker's business. The Referral Associate acknowledges that he or she is not an employee or a partner, but Referral Associate with an independent contractor status, with no rights to workmen's compensation, salary, pension, sick leave, sick pay, or other attributes of an employee relationship.

Further, the Referral Associate recognizes that there are no mandatory referral quotas to meet, nor are there any mandatory sales meetings to attend, and each associate has his or her own responsibility to purchase and maintain his or her license, as well as all of his or her other expenses, and to pay and maintain his or her own hospitalization or whatever other insurance he or she may choose to maintain.

8. It is mutually agreed that either party may terminate this Agreement at any time upon written notice given to the other. Failure of either party to keep a license in full force and effect shall cause this Agreement to terminate automatically as of the date when such license expires, is revoked or terminated. Such termination, however, shall not divest the Referral Associate of any rights to commissions earned on sold referrals under contract but not yet closed at the time of such termination. No commission will be paid on renewals or options to purchase which are exercised after termination of affiliation.

9. Upon termination of the Referral Associate's relationship with the Broker, all prospects and referrals which the Referral Associate may have secured during this association with the Broker shall remain the property of the Broker and no compensation shall be due to Referral Associate.

10. The Broker and the Referral Associate agree that all documents generated by and relating to services performed by either of them in accordance with this Agreement, including, but not without limitation, all correspondence received, copies of all correspondence written, plats, listing information, memoranda, files, photographs, reports, legal opinions, accounting information, any and all other instruments, documents or information of any nature whatsoever concerning transactions handled by the Broker or by the Referral Associate or jointly are and shall remain the exclusive property of the Broker.

11. The Referral Associate shall not, after termination of this Agreement, use to the advantage or the advantage of any other person or corporation, any information gained for or from the files or business of the Broker.

12. It is understood and agreed that Leads referred to a spouse who is a salesperson of Roger Fazendin REALTORS®, are not eligible for commission payment to the Referral Associate.

13. This Agreement is personal to the parties hereto and may not be assigned, sold, or otherwise conveyed by either of them.

14. Any and all notices, or any other communication provided for in this Agreement shall be in writing and shall be personally delivered or mailed to the parties at the addresses indicated herein, or to such different address as such party may have fixed. Any such notice shall be effective upon receipt, if personally delivered, or three (3) business days after mailing.

15. This Agreement shall be subject to and governed by the laws of the State of Minnesota, including the conflicts of laws, irrespective of the fact that the Referral Associate may be or become a resident of a different state.

16. This Agreement constitutes the entire agreement between the parties and contains all of the agreement between the parties with respect to the subject matter hereof; this Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof.

17. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement, and the invalidity or unenforceability of any such provision in any other jurisdiction.

18. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto.

19. The provisions of this Agreement shall survive the termination of the Referral Associate's services under this Agreement.

IN WITNESS WHEREOF, the undersigned have set their hands and seals, or if a corporation, has caused this Agreement to be signed and sealed by its duly authorized corporate officer, the day and year first above written.

LICENSED REFERRAL ASSOCIATES, LLC

By: \_\_\_\_\_ Date \_\_\_\_\_  
Roger A. Fazendin, Broker of Record

\_\_\_\_\_  
Referral Associate Date

Referral Associate Date of Birth \_\_\_\_\_

Referral Associate NRDS # \_\_\_\_\_

Referral Associate License # \_\_\_\_\_