

## Referral Agent Terms

WHEREAS GOLIATH REAL ESTATE INC. is an independently owned and operated real estate brokerage business in this state of Florida located at 331 Arcado Rd, Suite A101, Lilburn, GA, 30047

WHEREAS contractor has been issued a real estate (salesperson/broker's) license by this State of Florida and is desirous of availing himself/herself of the services and opportunities offered by GOLIATH REAL ESTATE INC.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, it is hereby agreed as follows:

1. **INDEPENDENT CONTRACTOR:** Contractor shall be deemed to be an independent contractor. Contractor shall be free to devote to his real estate referral efforts such portion of his entire time, energy, effort and skill as he sees fit and to establish his own endeavors. Contractor shall not have mandatory duties except those imposed by law or regulation and those specifically set out in this Agreement. Nothing contained in this Agreement shall be regarded as creating any relationship (employer/employee, joint venture, partnership, shareholder) between the parties other than the independent contractor relationship as set forth herein. Contractor is, and shall be treated by GOLIATH REAL ESTATE INC. as, and independent contractor (statutory nonemployee) and not an employee for state tax and for all other purposes. The salesperson (Contractor) will not be treated as an employee with respect to the services performed by such salesperson (Contractor) as a real estate agent for federal tax purposes. Contractor hereby acknowledges that he has been advised by GOLIATH REAL ESTATE INC. that as an independent contractor (non-employee) affiliated with GOLIATH REAL ESTATE INC., he/she is responsible for the withholding and payment of all his/her own federal income taxes and his/her own self-employment taxes (FICA), together with any and all corresponding state, county and local taxes, if any, and Contractor hereby agrees to meet such responsibilities. Contractor hereby waives any claims he has or may have against GOLIATH REAL ESTATE INC. now or in the future respecting such taxes or the right of GOLIATH REAL ESTATE INC. not to withhold, not to pay or not to contribute to such taxes on behalf of Contractor. Contractor shall not hire, employ, contract with, retain, hold the license of, or sponsor for license any real estate broker or salesperson. 1099's shall be issued to the contractor by each January 31st using the information provided on the previous page.

2. **GOLIATH REAL ESTATE INC. RESPONSIBILITIES:** GOLIATH REAL ESTATE INC. agrees that in consideration of the services of and the fees and expenses to be paid by Contractor, GOLIATH REAL ESTATE INC. shall, while this Agreement remains in force, at the option of the Contractor: (a) make available to Contractor tools required to submit real estate referrals and (b) transmit to Contractor promptly the difference between 100% of all commissions received by GOLIATH REAL ESTATE INC. as a result of the efforts of Contractor and amounts belonging to GOLIATH REAL ESTATE INC..

3. **LICENSEE RESPONSIBILITIES:** Contractor 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 in the state you are licensed in. 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.

4. LIMITATIONS: Contractor 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.

5. AFFILIATION FEE PLANS: The standard fees to be charged for services performed under this agreement is 25%-75% of the Referral side of the commission received by the Broker. Broker agrees to pay 100% of the gross Referral fee (-\$295 transaction fee.) GOLIATH REAL ESTATE INC. offers 4 programs our agents can participate in. They are:

#### USE OUR NETWORK

25% referral fee – \$295 transaction fee

Our most popular program! Anytime your referral is placed with one of our agents, we take care of the entire process of matching, managing, tracking, servicing & accounting for your referral. Our network agents are vetted, qualified, experienced with referral agreements already in place. You receive 100% of the 25% referral fee we collect on your behalf – our \$295 transaction fee. However, our process is completely streamlined and user-friendly. Just make a referral, then sit back and wait for your check.

Ex: \$400,000 sale x 3% commission = \$12,000 x 25% – \$295 transaction fee = \$2,705.

#### PICK YOUR OWN AGENT

[?]% referral fee – \$295 transaction fee

Many agents ask “Can I choose the agents my referrals go to?” The answer is yes and the benefit to this is that you can negotiate any referral fee percentage that is agreeable between you and the agent you're referring this business to. However, if you select your own agent, be aware we have not vetted these agents and are unable to verify the high-quality standards we have for our network agents. Also, our ability to manage, track, service, and account for your referral as well as the collection of the referral fee requires extra time and effort from our service team since they are not in our network. For that reason, if you select your own out-of-network agent, YOU will be responsible for securing an executed referral agreement, that will need to be signed by agents and principal brokers of both firms. Any verbal agreement not in writing and signed by the 2 principal brokers of BOTH firms is completely unenforceable. Also, please note you will need to have an executed referral agreement in place for EACH client and EVERY transaction you refer AND you need to provide us a copy of that referral agreement signed by that agent's broker. Otherwise, GOLIATH REAL ESTATE INC. will legally lose ALL ability to collect any referral fee on your behalf. If you choose your own agent, please specify in your referral agreement whether your referral is buying only? Selling only? Buying and selling? Since we are relying on

you for these details, we're unable to assume any liability if you do not complete the referral agreement as instructed above or if important details are missing that would affect our ability to collect a referral fee on your behalf.

Ex: \$400,000 sale x 3% commission = \$12,000 x [you decide] % – \$295 transaction fee = \$[?]

#### NEW CONSTRUCTION

(Call Jim 678.358.6509) = 75% referral fee – \$295 transaction fee

Builders generally offer a 3% buyer's agent commission for agents that bring them buyers. Of that 3%, you receive 75%. This 75% referral fee is for you and/or any of your NEW CONSTRUCTION buyers that purchase a to-be-built or immediate delivery new home through a builder with onsite community sales reps ONLY. Each builder has their own rules and guidelines, but many request the agent accompanies the buyer on their FIRST visit. Since that's not always possible, when you have a new construction client, make sure they know to verbally express to the builder sales that you are their agent (the builder sales rep will ALWAYS ask). Otherwise, you may not qualify for the 3% commission.

Ex: \$400,000 sale x 3% commission = \$12,000 x 75% – \$295 transaction fee = \$8,705

#### YOUR OWN TRANSACTIONS

\*Select Markets Only = 50% discount & 50% referral fee – \$0 transaction fee

For GOLIATH REAL ESTATE INC. agents that are buying or selling a home themselves, we would appreciate the opportunity to represent you and have a special program for those agents that are willing to do some of the "legwork" involved. By selecting us as your representation, there are 3 main benefits to you: (1) As one of our own agents, we already know you and will likely have a better sense of your needs and goals. (2) If we represent you, we're able to offer special deals – 50% discounts for sellers & 50% referral fees for buyers – compared to a standard 25% referral. (3) Also, for any personal business, we waive the \$295 transaction fee.

Ex: \$400,000 sale x 3% commission = \$12,000 x 50% – \$0 transaction fee = \$6,000.

6. COMMISSION ADVANCES: Our firm does not participate in commission advances via third-party companies that offer such money advancing services to REALTORS in general.

7. SUPERVISION: Contractor shall act as a real estate referral agent subject to the real estate license laws and regulations of the state(s), the bylaws of the local board(s), the Code of Ethics of the National Association of Realtors and under the supervision/control of GOLIATH REAL ESTATE INC. and/or the principal broker/managing broker(s) responsible for the GOLIATH REAL ESTATE INC. office management.

8. LIABILITY AND INDEMNIFICATION: GOLIATH REAL ESTATE INC. shall not be liable to Contractor for any expenses incurred by him/her, nor shall Contractor have authority to bind GOLIATH REAL ESTATE INC. by any promise or representation unless specifically authorized in advance and in writing by GOLIATH REAL ESTATE INC.. Contractor further agrees to pay

all fines, damages, costs, and expenses, including but not limited to attorney fees and the full amount of any errors and omissions insurance deductible assessed against or incurred by GOLIATH REAL ESTATE INC. and/or its officers in defending or satisfying any claim or judgment against GOLIATH REAL ESTATE INC. and/or its officers because of Contractor's activity, even if such claim or judgment is brought or filed subsequent to the expiration or termination of this Agreement or any renewals or extensions hereof.

9. RENTAL PROPERTY MANAGEMENT: Contractor is not allowed to offer any kind of rental property management services.

10. COMMISSION DEPOSIT & PAYMENTS: Contractor understands that all GOLIATH REAL ESTATE INC. commission checks will be paid by GOLIATH REAL ESTATE INC. to Contractor via USPS.

11. PAYMENT OF ANNUAL AFFILIATION FEES: Contractor agrees to pay GOLIATH REAL ESTATE INC. \$100/year re-occurring membership fee on Contractor's anniversary date billed to the credit card Contractor has on file with GOLIATH REAL ESTATE INC.. GOLIATH REAL ESTATE INC. membership fees are non-refundable (full or partial) after payment is made. The \$100/year membership fee and \$295 transaction fee are subject to change at any time. However, we'll always strive to make our membership & transaction fees the lowest in the industry. However, our agents will ALWAYS earn 100% of their referral fees (no splits).

12. PERSONAL EXPENSES: Contractor shall be 100% responsible for the full cost of additional services and materials which Contractor may authorize, request or avail of, including but not limited to long distance telephone and telecommunications services, copying and reproduction services, advertising and promotional brochures, personalized stationery, postage, accounting or bookkeeping equipment, or any other services and materials Contractor uses to develop business.

13. SIGNS, BUSINESS CARDS, MARKETING, LOGOS: The contractor shall pay for his/her own business expenses related to business cards, marketing materials, stationary. **It is Minatory that all Referral Agent must have Referral Agent on all Business cards.** Other than adding name, designations, personal photo and contact information, neither the Contractor nor the Contractor's chosen sign or business card vendor may alter the design templates provided by GOLIATH REAL ESTATE INC. in any way, shape or form without prior written approval from GOLIATH REAL ESTATE INC.

14. ADVERTISING IN MAGAZINES, MAILERS, LETTERHEADS, WEBSITES, INTERNET, FACEBOOK, TWITTER, EMAIL: The contractor shall pay for his/her own advertising. Contractor's name & telephone number shall not be larger than the name of the firm. All advertising and marketing is to contain the following (a) GOLIATH REAL ESTATE INC. (b) Office: 703-762-6218 (c) Equal Housing Opportunity & Realtor Logos (d) Contractor's name as it appears on his/her real estate license (e) Contractor's email and cell number. Contractor to get all advertising approved by the broker or office manager PRIOR to placement or implementation.

15. TRADEMARK USE PRIVILEGE: Only GOLIATH REAL ESTATE INC. approved for sale signs, directional signs, open house signs, business cards, print advertising may be used. Contractor's privilege to use such marks, and the privilege to use GOLIATH REAL ESTATE INC. yard signs, "SOLD" signs, business cards, promotional material, letterhead and any other item which bears such marks or bears any other distinguishing characteristic of the ISHR organization, is expressly made contingent upon (i) Contractor's observance of and adherence to the standards of proper use and guidelines promulgated and from time to time amended by GOLIATH REAL ESTATE INC.; (ii) Contractor's adherence to and satisfaction of professional performance standards and service quality controls promulgated and from time to time amended by GOLIATH REAL ESTATE INC., including but not limited to those specified elsewhere in this Agreement; and (iii) Contractor's continued affiliation with GOLIATH REAL ESTATE INC. under this or any successor to this Agreement. Contractor hereby acknowledges that GOLIATH REAL ESTATE INC. is the exclusive owner of all right, title and interest in and to the marks identified above, and further agrees that all use of such marks by Contractor shall insure exclusively to the benefit of GOLIATH REAL ESTATE INC. Contractor shall cease immediately all use of GOLIATH REAL ESTATE INC. marks in the event of termination or expiration without renewal of this Agreement. All print advertising is to clearly identify the following (a) GOLIATH REAL ESTATE INC. LOGO (b) Equal Housing Opportunity Logo (c) REALTOR Logo. All print advertising is to be approved by the broker and the contractor is to adhere to a strict uniform standard. No words that violate federal or state fair housing laws may be used in ANY advertisement.

16. TERM: Except as otherwise provided in writing, this agreement shall be binding for a minimum period of 365 days from the date of signing this agreement. The independent contractual relationship will be automatically renewed for additional one year provided that Contractor is in good standing and that all membership fees are paid. This agreement may be terminated at any time by GOLIATH REAL ESTATE INC., immediately and without prior notice in the event Contractor defaults on the prevailing 365 day term or any renewal thereof, for non-payment of dues to the firm, or otherwise fails to conduct his/her business in accordance with the terms of this Agreement, or engages in conduct which is disloyal or disrupts the office, or fails to abide by a professional code of conduct as determined by the broker or managing broker of the firm, or engages in business practices that expose the firm to risk & liability, or is likely to bring discredit to the GOLIATH REAL ESTATE INC. name, or shares the business practices of GOLIATH REAL ESTATE INC. with competing firms, or transfers his/her license to another brokerage, in which events Contractor's entitlement to receipt of his/her pending and as then unpaid commissions or referral fees shall be forfeited in full to GOLIATH REAL ESTATE INC.. This agreement may be terminated by Contractor by giving GOLIATH REAL ESTATE INC. a formal written notice whereupon which the Contractor is free to transfer his/her license(s) to another brokerage, in which event Contractor's entitlement to receipt of his/her pending and as then unpaid commissions or referral fees or bonus checks shall be forfeited in full to GOLIATH REAL ESTATE INC. and all clients shall remain with GOLIATH REAL ESTATE INC.. Contractor shall not induce company clients to move their business away from GOLIATH REAL ESTATE INC. either before or after giving notice to terminate this agreement.

17. DISPUTE RESOLUTION: Consistent with the GOLIATH REAL ESTATE INC. dispute Resolution Commitment, Contractor shall cooperate and adhere to the policy and practice of

GOLIATH REAL ESTATE INC. pertaining to the resolution of internal disputes hereunder, or external business disputes with third parties, by first using mediation and/or binding arbitration as offered through a professional mediation firm. Contractor shall pay 100% of the cost of such professional mediation/binding arbitration services until the matter is resolved.

18. LEGAL WORK STATUS: Contractor certifies that he/she is legally allowed to work in the United States of America and is in compliance with US Immigration Laws.

19. CRIMINAL RECORD: Contractor certifies that he/she does not have a criminal record in the United States court systems. False representation of facts may lead to termination without notice by GOLIATH REAL ESTATE INC.

20. COMPLAINT HEARING PROTOCOL: Contractor understands that he/she is to act as a real estate professional at all times, keep detailed written records, practice fair housing, obey the law. If any complaint is filed against the Contractor which leads to a hearing panel and if the broker and/or branch manager is required to accompany Contractor to (or attend on contractor's behalf) such complaint hearing, Contractor will be charged \$250 per hour (or any fraction thereof), to be billed and/or automatically deducted from Contractors pending commissions. If the hearing requires the Contractor to have an attorney or other professional witness to also accompany him/her to such a hearing, all their expenses shall be paid by the Contractor.

21. ERRORS AND OMISSIONS INSURANCE: GOLIATH REAL ESTATE INC. will be financially responsible for ensuring each contractors E&O insurance is current.

22. CONFIDENTIALITY AGREEMENT AND GUARANTEE: Once ratified, Contractor agrees and guarantees to keep the negotiated terms of this agreement strictly confidential, now and forever after. Any discussion of or sharing of this agreement beyond the parties involved will constitute a serious breach of contract by the Contractor and subject to legal action by GOLIATH REAL ESTATE INC.

23. TEAMS & ASSISTANTS: GOLIATH REAL ESTATE INC. does not allow Contractor to operate "teams" under the GOLIATH REAL ESTATE INC. umbrella. If Contractor employs an unlicensed Assistant, Contractor agrees to abide by the strict rules for unlicensed assistants as set by local, state and federal law.

IN WITNESS WHEREOF the parties hereto, by their signatures below, acknowledge their understanding of a commitment to the terms of this agreement effective as of the date ratified below by Contractor and GOLIATH REAL ESTATE INC. Principal Broker or representative.

Option 1 -- Yearly Payment \$100.00 fee:

I Agree to the Terms & Conditions (INDEPENDENT CONTRACTOR AGREEMENT BETWEEN BROKER AND ASSOCIATE)

**Associates Signature:** \_\_\_\_\_

Date \_\_\_\_\_

Print Name: \_\_\_\_\_

**Brokers Signature:** \_\_\_\_\_

Date \_\_\_\_\_

Print Name: \_\_\_\_\_