



REFERRAL ASSOCIATE INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is between Liaison Real Estate Consultants Inc. a Florida Corporation (hereinafter referred to as "LREC") and _____ hereinafter referred to as "ASSOCIATE".

LREC is a registered real estate broker in the State of Florida and ASSOCIATE is a licensed salesperson/broker in the State of Florida.

1. ASSOCIATE will comply with all laws, rules and regulations, including the real state licensing laws of the State of Florida and those of any other governing entity.
2. It is agreed by both parties that the rights and responsibilities of LREC and ASSOCIATE are governed by the terms of this Agreement and POLICY AND PROCEDURES (hereinafter referred to as Policy Manual) which is incorporated herein by reference in its entirety.
3. ASSOCIATE will not be treated as an employee with respect to the services provided pursuant to the Agreement for Federal tax purposes. ASSOCIATE shall be paid the gross amount of referral fees due, without withholding for Federal, State or local income taxes unless LREC is required by applicable law to withhold, and ASSOCIATE will not subsequent to termination of this contract be entitled to unemployment compensation benefits. ASSOCIATE agrees to be responsible for all payment of Social Security Tax, Medicare tax, self-employment and other taxes. Referral fees determined and computed as set forth herein, shall be the sole compensation payable by LREC to ASSOCIATE hereunder. ASSOCIATE shall not receive any draw of advance against future referral fees nor shall ASSOCIATE be paid any salary or wage or be reimbursed any expenses incurred by ASSOCIATE hereunder. Payment of referral fees from LREC to ASSOCIATE shall take place as soon as practical after receipt of the referral fee by LREC.
4. ASSOCIATE shall limit their real estate brokerage practice exclusively to the referral of prospective purchasers, sellers, or other referrals (ACTIVITY LIMITED). ASSOCIATE agrees to not list properties for sale, or lease, or sell or show properties for the purpose of selling or leasing said properties. All transactions must be referred. No transactions or escrow may go through LREC. ASSOCIATE must refer all prospective customers to LREC and not directly to any Sales Associate or company.
5. ASSOCIATE acknowledges that he or she has been informed by LREC that LREC is not a member of any Board of Realtors or any multiple listing services and has no intention of becoming such a member.
6. LREC agrees to maintain a system sufficient for processing ASSOCIATE'S referrals of perspective purchasers, sellers, or other referrals in accordance with the Policy Manual.
7. LREC agrees to pay ASSOCIATE a portion of the referral fee received by LREC from Cooperating Brokers in accordance with the ASSOCIATES schedule in effect at the time the referral is made. It is understood that LREC may modify the Fee Schedule from time to time. This modification shall be effective as of the date it is published by LREC on the LREC Website, in its newsletter or upon the mailing of a notice to ASSOCIATE at ASSOCIATE'S last known address.
8. LREC in its sole discretion shall determine (a) whether or not a claim is to be made or a lawsuit filed against any broker for referral fees, (b) the time, manner and in whose name any such claim or lawsuit is to be filed, negotiated, maintained, settled or compromised and (c) terms and conditions of settlement or compromise of any such claim or lawsuit. Costs and expenses, including attorney's fees, incurred by LREC in connection with any claim or lawsuit to receive referral fees, whether a successful result is achieved or not, shall be paid when due by LREC and ASSOCIATE in the same proportion as the referral fee being sought would have been divided between LREC and ASSOCIATE absent the dispute. Likewise, the net proceeds of any judgment recovered or of any negotiated settlement of a claim or lawsuit shall, when collected between LREC and ASSOCIATE in such proportion. LREC shall be the sole judge of whether any transaction shall have been initiated by ASSOCIATE, and in case of any dispute between ASSOCIATE and any other person, the decision of LREC with respect to such dispute shall be final and binding upon ASSOCIATE.
9. ASSOCIATE shall have no authority to bind LREC by any promise or representation unless expressly authorized to do so by LREC in writing. LREC shall not be liable to ASSOCIATE or responsible to other persons or entities for any expenses incurred by ASSOCIATE or for any of ASSOCIATE'S acts, except as specifically required by law. All marketing materials must be approved by LREC in writing.

10. ASSOCIATE agrees that any information obtained by ASSOCIATE while contracted by LREC regarding the nature of LREC'S business, its sales associates, training, service fees, commissions, customers ,or any of its activities, is highly confidential, and is important to LREC and to the effective operation of LREC'S business. ASSOCIATE therefore agrees that during the term of this contract and at any time thereafter ASSOCIATE will make no disclosure of any kind, directly or indirectly, concerning any such confidential matters relating to the business of LREC.
11. ASSOCIATE hereby agrees not to reveal, divulge, or make known to any other person, firm or corporation, any secret or confidential information whatsoever in connection with LREC or its business, or anything connected therewith, or the name of any of its customers, or solicit, interfere with or endeavor to entice away from LREC any customer or any person, firm or corporation who has a business relationship with LREC.
12. ASSOCIATE agrees that during the term of this contract and for a period 12 months thereafter, ASSOCIATE will not, directly or indirectly, whether as principle or as associate, officer, director, independent contractor, consultant or otherwise, alone or in association with any other person, firm, corporation, or other business organization, (a) employ directly or indirectly, as a real estate broker or salesperson, any person employed by LREC or by LREC'S affiliates as either employee or independent contractor ; (b) directly or indirectly, solicit, induce or attempt to influence any employee or independent contractor of LREC or LREC'S affiliates to terminate his/her employment or contractual affiliation with LREC or LREC'S affiliates.
 - 1) Notwithstanding the forgoing, ASSOCIATE may work as a broker or real estate licensee for another broker after the termination of this Agreement and during said restrictive period, so long as ASSOCIATE complies with the foregoing restrictions.
 - 2) It is agreed and understood that irreparable injury will result to LREC, its business, and property in the event of ASSOCIATE'S breach of this Agreement not to compete, that ASSOCIATE'S employment is based primarily upon this Agreement, and it is further agreed that in the event ASSOCIATE breaches this Agreement not to compete, BROKER shall be entitled to apply to a court of competent jurisdiction for the temporary and permanent injunction to restrain the violation thereof by ASSOCIATE, ASSOCIATE'S, agents, servants, employers, employees, and all other person's acting for or with ASSOCIATE in addition to any other remedies and damages available to LREC.
 - 3) In the event that LREC is required to bring any action to enjoin ASSOCIATE'S breach of ASSOCIATE'S agreement not to compete, the prevailing in such an action shall be entitled to recover from the losing party all reasonable costs and expenses of litigation, including attorney's fees, court costs, costs of investigation, accounting, and other costs reasonably related to such litigation in both the trial and appellate courts.
13. ASSOCIATE agrees to indemnify LREC and hold it harmless from all claims, demands and liability, including costs, attorney fees and damages of any nature, actual or punitive, to which LREC may be subjected by reason of any action taken or omitted by ASSOCIATE, or misrepresentations, promises or untrue statements made by ASSOCIATE during the life of this 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 LREC.
14. This Agreement shall be for succeeding one year terms beginning with the date of this Agreement, provided either party may terminate this Agreement upon one day's written notice 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 is canceled.
15. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. All litigation or action to construe or enforce this Agreement shall be brought in the appropriate state court in and for Broward County, Florida.
16. This Agreement shall accrue to the benefit and be binding upon the successors in interest to LREC. However, ASSOCIATE shall not delegate or assign any of ASSOCIATE'S rights or duties hereunder.
17. This Agreement and the LREC Policy Manual, which is made a part hereof, constitute the entire Agreement of the parties. This Agreement may not be modified except in writing by both parties. The Policy Manual may be modified unilaterally by LREC upon notice to ASSOCIATE. Any such modification shall be prospective only.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective as of the date it is fully executed by both parties.

DATED: _____

ASSOCIATE

DATED: _____

LIAISON REAL ESTATE CONSULTANTS, Inc.