

# REAL ESTATE REFERRAL NETWORK, INC.

1387 Rivona Waterford, MI 48328 248-683-0300

Fax: 248-706-0300

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement made this day, between REAL ESTATE REFERRAL NETWORK, INC. hereinafter referred to as the "company", and \_\_\_\_\_ hereinafter referred to as "contractor":

WHEREAS; A. The Company is a real estate broker, duly licensed by the State of Michigan;

B. Contractor is duly licensed as a real estate salesperson or associate broker by the State of Michigan;

C. Contractor is not actively engaged in the principal vocation of real estate transactions as defined within the applicable provisions of the Michigan real estate licensing statutes, including Act 306 Public Acts of 1969, as amended and Act 299, public acts of 1980, as amended, and the General rules of the Department of Licensing and Regulations, Board of Real Estate Brokers and Salespersons, including MAR 339.22101 through 339.33607, hereafter referred to as; "licensing regulations".

D. Contractor wishes to enter into an agreement with Company to allow contractor to be licensed to Company;

NOW THEREFORE in consideration of the mutual promises contained in this agreement , the parties agree as follow:

1. Company shall license Contractor for purposes of the licensing statutes and regulations.

2. Contractor agrees that while this agreement is in effect, Contractor shall not list any real estate for sale, exchange, lease, or rental, or represent prospective buyers of sellers in the sale or purchase of real estate, or engage in the property management business, except as to that real estate actually owned or being purchased by contractor, in the State of Michigan.

3. In consideration of the company allowing Contractor to be licensed through Company, Contractor shall pay Company the sum of thirty-three dollars (\$33.00) per calendar year, or any portion thereof, during which this Agreement is in effect, payable on or before October 31 of such year.

4. It is expressly agreed and understood between the parties that Contractor is not to be treated or otherwise considered as an employee of Company for federal tax purposes or any other purposes. It is agreed and understood between the parties that Company will not withhold or pay over on behalf of the Contractor any amounts relating to federal, state, or local income taxes, unemployment compensation, workers' disability compensation or assume any other obligation which would be imposed upon an employer. Contractor and Company agree and understand that Contractor is solely responsible for the timely reporting and payment of all income taxes and other governmental liabilities for income earned by Contractor, which responsibility is not born nor shared by Company in any manner whatsoever.

5. Except as specifically provided in this Agreement, Contractor is free to render services for any other person, partnership or corporation during the term of this Agreement.

6. Contractor expressly acknowledges that Company and Contractor are governed by the provisions of the licensing statutes and regulations. Contractor agrees to abide fully in all respects with all provisions of those statutes and respects with all provisions of those statutes and regulations.

7. Company shall not be liable to Contractor for any expenses incurred by him or her, or for any of his or her acts, and Contractor shall have no authority to bind the Company by any promise or representation whatsoever.

8. Contractor agrees to indemnify and hold company harmless from any claim for damages asserted against Company by reason of any act or omission by Contractor arising out of the performance of this Agreement, such indemnification to include reasonable attorney fees, cost and expenses incurred by company in defense if any such claim, or based upon any violation of any statute, ordinance or regulation. Contractor shall also indemnify Company against any liability and loss in connection with and shall assume full responsibility for, payment of federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws, with respect to Contractor's performance of this Agreement.

9. This Agreement and the association created hereby may be terminated by either party, with or without cause, at any time upon fifteen (15) days notice given to the other.

10. This Agreement shall be construed in accordance with the law of the State of Michigan.

11. It is agreed that Contractor shall be entitled to fifty percent (50%) of any referral fees generated by him, after first deducting expenses, payable after such funds are received by the Company.

REAL ESTATE REFERRAL NETWORK, INC.

BY: \_\_\_\_\_  
Company

Dated: \_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone