

# *Real Estate Professionals*

Dear Real Estate Licensee:

**Are you interested in earning additional income as a real estate licensee, but do not wish to make a full-time commitment to the business?**

If so, we invite you to join *Real Estate Professionals*. As a *Real Estate Professionals* agent, you can service the real estate needs of your friends, co-workers and present and future customers through co-operating on a referral basis with a Weichert Realtors, Hallmark Properties salesperson. It's easy, profitable and takes one phone call to accomplish. Here's how it works.

If you know of anyone buying, selling, or renting real estate, call or fax information to the Director of *Real Estate Professionals*, at office # (407) 581-7769 or fax # (407) 206-4187 with the name, phone number, and address of the referral party. *Real Estate Professionals* is an ancillary company of Weichert Realtors Hallmark Properties which currently has 15 offices and 550 sales associates in central and the east coast of Florida. Any referrals of local buyers, sellers, renters or investors will be referred to a Weichert Realtors Hallmark Properties agent.

Out of area referrals will be referred to one of the many brokerages belonging to our vast referral network Leading Real Estate Companies of the World (formerly RELO). After the initial referral, the Director of *Real Estate Professionals* will keep you updated on the progress. Once the transaction has been completed, and the property has closed, you have earned a referral commission. It's that simple.

For \$50, you can be a member of *Real Estate Professionals*, and earn hundreds, even thousands of dollars in extra income. You have no obligation to join the Board of Realtors, pay board dues, pay Multiple Listing Service fees, or have a quota to meet. It's easy to join and requires little paperwork. Please call me to make an appointment with me to discuss the details in person and how you will earn generous referral fees, and to come and see our offices and meet some of our real estate agents.

You've worked hard to get your real estate license. Here's an easy way to use it...and profit!

Sincerely,

Yvette Wellington, Director  
*Real Estate Professionals*

200 E. Marks Street  
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# *Real Estate Professionals*

## **Purpose**

*Real Estate Professionals* provides an alternative program for real estate salespeople who do not wish to make a full-time commitment to business. *Real Estate Professionals*, is for those individuals who presently hold or can obtain a valid real estate salesman's or broker's license, and are interested in earning additional income through the referral of prospective customers.

## **Benefit**

- Earn extra income through referrals.
- No MLS or real estate board fees, costs, etc.
- Retain your active real estate license.
- Work from your home at your convenience.
- Stay in touch with the real estate industry.
- Have access to our referral network for your referrals out of the area.
- Receive income on your own personal transactions.
- Gain experience and move easily to a full-time status if so desired.

## **Costs**

A \$50 enrollment fee is renewed annually on the 15<sup>th</sup> day of October of each calendar year. The fee is waived if a referral is placed with the Coordinator of *Real Estate Professionals* and results in a closing within a twelve (12) month period.

## **Commission Structure**

*Real Estate Professionals*, Inc. receives out of area 25%-35% of the appropriate listing or selling commission. Agents licensed at *Real Estate Professionals* are paid 50% of any commission received by *Real Estate Professionals*, Inc upon the closing of the subject property.

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# *Real Estate Professionals*

## Processing a Referral

### **I. Procedures.**

**A.** A Referral Associate having a lead should telephone the Coordinator, to relay information on the identity, location, telephone number, and any other relevant information about the prospective buyer or seller.

**B.** The Coordinator will then:

1. Acknowledge receipt of the telephone referral.
2. Assign the referral to an active licensed real estate broker, giving all the information available regarding the referral party.

\*Weichert Realtors, Hallmark Properties will handle those referrals that are in their service area. Others will be assigned to referral brokers belonging to our Referral Network.

3. Send the referral Associate either
  - a) A written confirmation of the referral to a real estate broker.
  - b) A statement of the reasons for a rejection of the referral. (Referrals may be rejected because a real estate broker to whom the referral was made already had a direct relationship with the referred party, a prior referral of the party has been made or any other reason determined by the Coordinator.

**C.** Once confirmation of the referral is sent, the Coordinator will keep the Referral Associate informed of the progress of the transaction. The Coordinator will periodically contact the respective real estate broker for information and status reports until the referral results in a listing, sale or is discontinued, which may be at any time at the sole discretion of the real estate broker to whom the referral is made.

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- D. If a listing is obtained or a contract executed within 180 days after the referral has been accepted, and a commission is subsequently earned with respect to the transaction referred, the Referral Associate will be entitled to receive a referral fee. Beyond this point, there is no prospect protection. If, for any reason whatsoever, a transaction is not consummated or the Company does not receive a fee, the Referral Associate shall not be entitled to a fee. If the real estate broker elects to discontinue its efforts with respect to any referral party, it shall be free to do so and the Referral Associate shall be notified of such decision. The Coordinator shall make all determinations with respect to fee entitlements in his/her sole discretion.
- E. Once a transaction is consummated and the real estate broker pays the stipulated referral fee to the Company, the Company will issue a check to *Real Estate Professionals*. The Referral Associate's portion of the fee will be disbursed at that time.

**II. Referral Fees**

- A. Referral fees will be based on the 25%- 35% commission amount the Company receives. Commission means the amount received by the real estate broker paid or agreed to by the real estate broker in order to consummate the transaction. All fees are considered earned when the transaction closes and the Company has receipt of the referral fees. Fees will be paid to the Referral Associate as soon as possible thereafter.
- B. If a Referral Associate purchases or sells a property for his/her own and the company receives a fee with respect to such transaction, he or she will receive 80% of the referral fee paid (28% of the gross commission) and the Company will receive 20% of the referral fee paid (7% of the gross commission).

I have read and understand that I will not be directly involved in the listing or selling of real estate, and that the full intent of my involvement with the *Real Estate Professionals*, is to direct a lead to said Company and not to have a cause for active participation in real estate activity or create legal entanglements, and to only act in the capacity of a Referral Associate.

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Real Estate Professionals, Inc. Applicant

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Date

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# *Real Estate Professionals*

## Referral Lead Worksheet

Date: \_\_\_\_\_

***Real Estate Professionals, Associate:*** \_\_\_\_\_

Phone # \_\_\_\_\_

Address: \_\_\_\_\_

**Name of Referral:** \_\_\_\_\_

Address: \_\_\_\_\_

Phone # Work : \_\_\_\_\_ Home: \_\_\_\_\_ Other: \_\_\_\_\_

The Referral is looking to: Buy \_\_\_\_\_ Sell \_\_\_\_\_ Rent \_\_\_\_\_ Invest \_\_\_\_\_ Unsure \_\_\_\_\_

Relationship to Referring Associate to Referral \_\_\_\_\_

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## *Real Estate Professionals*

Date \_\_\_\_\_

Name \_\_\_\_\_

Home Address \_\_\_\_\_

City \_\_\_\_\_, FL Zip Code \_\_\_\_\_

Social Security Number \_\_\_\_\_

Telephone Number \_\_\_\_\_ (Business)

\_\_\_\_\_ (Residence)

E-Mail Address \_\_\_\_\_

Real Estate License Number \_\_\_\_\_

Expiration Date of License \_\_\_\_\_

- Attach a copy of current, active real estate license
  
- Attach check payable to *Real Estate Professionals* for \$50.00
  
- Attach a copy of Social Security card
  
- Attach a copy of Drivers License

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# *Real Estate Professionals*

## Exhibit A

### 1. Procedures

- 1.1. A Referral Associate having a lead should telephone the Company to relay information on the identity, location, telephone number and any relevant information about the prospective buyer or seller. The person at the Company to contact is The Referral Coordinator at (407) 581-7769.
- 1.2. The Company will then:
  - a. Acknowledge receipt of the telephone referral;
  - b. Refer the referral to an active licensed real estate broker, giving all information then available with respect to the referral;
  - c. Sending the Referral Associate either (i) a written confirmation of the referral to a real estate broker or (ii) a statement of the reasons for rejection of the referral. Referrals may be rejected because the real estate broker to whom the referral was made already had a direct relationship with the referred party, a prior referral of the party had been made, or any other reason determined by the Company.
- 1.3. Once confirmation of the referral is sent, the Company will keep Referral Associate informed of the progress of the transaction. The Company will periodically contact the respective real estate broker for information and status reports until the referral results in a closed sale or is discontinued, which may be at any time in the sole discretion of the real estate broker to which the referral is made.
- 1.4. Once a transaction is consummated and the real estate broker pays the stipulated referral fee to the Company, the Company will issue a check to the Referral Associate's portion of the fee earned.

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## 2. Amount of Referral Fees

- 2.1. Referral fees will be based on 25%-35% of the gross listing commission for a listing lead or 25%-35% of the gross selling commission for a buyer lead. Gross commission means commissions received by the real estate broker after deductions of all expenses or reductions paid or agreed to by the real estate broker in order to consummate the real estate transaction. All fees are considered earned upon the closing of the transaction and receipt of the referral fee by the Company. The resulting fee will be split 50% (of 35%) to the Referral Associate (17 1/2% of the gross commission) and 50% to *Real Estate Professionals*. (17 1/2% of the gross commission).
- 2.2. If a Referral Associate purchases or sells a property of his or her own and the Company receives a fee with respect to such transaction, he or she will receive 80% of the referral fee paid (28% of the gross commission,) and the Company will receive 20% of the referral fee paid (7% of the gross commission).

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# *Real Estate Professionals*

## Independent Contractor Agreement

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ between REAL PRO NET, INC. d/b/a Real Estate Professionals, a corporation organized and existing under the laws of the State of Florida (the "Company"), and \_\_\_\_\_ residing at \_\_\_\_\_ ("Independent Contractor").

### WITNESSETH:

WHEREAS, the Company is now and has been engaged in business as real estate referral broker in the State of Florida; and

WHEREAS, Independent Contractor is duly licensed as a real estate broker or salesperson in the State of Florida and enjoys a good reputation for fair and honest dealing with the public; and

WHEREAS, Independent Contractor desires to engage in the business of procuring and furnishing buyers and sellers of real estate to licensed brokers actively engaged in the business of listing and selling real estate; and

WHEREAS, Independent Contractor wishes to benefit from an affiliation with the Company in connection with the conduct of Independent Contractor of its referral business; and

WHEREAS, it is believed to be the mutual advantage of the Company and the Independent Contractor to enter into this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. The Company and the Independent Contractor agree to affiliate with one another for the limited purpose of permitting Independent Contractor to refer to the Company prospective sellers and buyers of real estate.

2. Independent Contractor agrees that the Independent Contractor will not list any real estate for sale, exchange, lease, or rental nor represent prospective buyers in the purchase of real estate.

3. Independent Contractor agrees to refer all prospective clients, customers, buyers and sellers of which Independent Contractor becomes aware to the Company in accordance with the procedures prescribed by the Company and described in Exhibit A attached hereto (the "Procedures"). The Company specifically reserves the right to adopt new procedures and amend any existing procedures from time to time during the term of this Agreement.

Independent Contractor shall not be compensated for the referral of any prospective seller or buyer if the Company determines that such seller or buyer has been previously referred to the Company or any other source. In the event such determination is made, the Company will promptly notify Independent Contractor thereof.

It is specifically understood and agreed by Independent Contractor that the Company shall have the exclusive, absolute and unconditional right to select broker to whom any prospective seller or buyer is to be referred. Independent Contractor further understands and agrees that the Company and the Company alone will make the referral of all prospective sellers and buyers to an active broker selected by it. In no event shall Independent Contractor refer a prospect directly to an active broker whether such broker has been selected or designated for prior referrals by the Company. All contact with active brokers shall be made through the Company.

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4. Independent Contractor agrees that so long as this Agreement is in force and in effect, the Independent Contractor will not refer any prospective seller or buyer to another real estate broker for representation. Nothing herein contained shall preclude Independent Contractor from selling or purchasing real estate for the Independent Contractor's own account provided that no real estate brokerage commission or fee is paid or received by the Independent Contractor in connection with such transaction unless such commission or fee is the result of a referral by the Independent Contractor to the Company pursuant to this Agreement, and provided further that Independent Contractor must in such sale or purchase notify the party to such transaction that the Independent Contractor is licensed as a real estate salesperson.

5. Independent Contractor agrees not to create or impose any liability actual or otherwise upon the Company or any of its related entities, or persons employed by it or affiliated therewith.

6. Independent Contractor represents that he or she is duly licensed as a real estate broker or salesperson under the law of the State of Florida. Independent Contractor shall transfer such real estate license to the Company for the term of this Agreement. During the term of this Agreement, Independent Contractor shall, at Independent Contractor's own expense, maintain in good standing such real estate license.

7. Independent Contractor agrees to comply in all respects with all applicable laws, rules and regulations relating to the engaging by the Independent Contractor in real estate referral activities, including without limitation, the real estate licensing laws of the state in which the Company operates, and to conduct Independent Contractor's real estate referral activity in accordance with this Agreement and the policies of the Company.

8. Independent Contractor Agrees to conform to and abide by all Code of Ethics that are binding on or applicable to real estate brokers and salespersons operating in the state in which the Company is located.

9. Independent Contractor agrees to act, and to represent that he or she is acting solely as a Referral Associate of the Company and not as an active real estate broker or salesperson with another firm, whether or not related to the Company.

10. The Company agrees to maintain a system of personnel and materials sufficient for processing Independent Contractor's referrals of prospective buyers and sellers in accordance with the Procedures.

11. Independent Contractor's compensation hereunder shall be limited to commission earned with respect to referrals made by Independent Contractor to the Company. No commission shall be deemed to be earned by the Independent Contractor until such time as the title to the property sold or purchased by Independent Contractor referred prospect passes from seller to the buyer and the Company receives a real estate commission or fee for such referral. The amount of the referral fee to be paid for each referral by the Independent Contractor shall be established by the Company and set forth in the Procedures. The Company reserves the right to unilaterally change from time to time during the term of this Agreement the amount of the referral fee, provided that the amount of the referral fee at the time of closing of a particular real estate transaction shall be utilized in computing the referral fee earned by the Independent Contractor.

Independent Contractor will not be treated as an employee with respect to the services provided pursuant to this Agreement for the Federal tax purposes. Independent Contractor shall be paid the gross amount of referral fee due, without withholding for Federal, State or local income taxes unless the Company is required by applicable law to withhold. The Company shall not be responsible for payment of any F.I.C.A., F.U.T.A. or other similar charges with respect to Independent Contractor and Independent Contractor agrees to pay self-employment and other taxes, including income taxes and estimated thereof, as required by the Internal Revenue Code of 1954, as amended, and the laws, rules and regulations any other government entity having jurisdiction over Independent Contractor.

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Referral fees, determined and computed as set forth above, shall be the sole compensation payable by the Company to Independent Contractor hereunder. Independent Contractor shall not receive any draw or advance against future referral fees nor shall Independent Contractor be paid any salary or wages or be reimbursed any expenses incurred by Independent Contractor in the performance of Independent Contractor's service hereunder. Payment of referral fees from the Company to Independent Contractor shall take place as soon as practicable after receipt of the referral fee by the Company from the active broker.

12. The Company in its sole discretion shall determine (i) whether or not a claim is to be made or lawsuit filed against an active broker for referral fees, and (ii) the time, manner and in whose name such claim lawsuit is to be filed, negotiated, maintained, settled or compromised and (iii) terms and conditions of settlement or compromise of any such claim or lawsuit. Costs and expenses, including attorney's fees, incurred by the Company 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 the Company and Independent Contractor in the same proportion as the referral fee being sought would have been divided between the Company and Independent Contractor absent the dispute. Likewise, the net proceeds of any judgment recovered or negotiated settlement of a claim or lawsuit shall, when collected, be divided between the Company and Independent Contractor in such proportion.

13. Independent Contractor shall be determined his or her own hours of work. Independent Contractor is not required to work any number of hours per week.

14. Independent Contractor shall pay any and all expenses incurred by Independent Contractor in connection with the referral of any prospective buyer or seller to the Company including, without limitation, expenses of transportation, gasoline, automobile, telephone, business cards and entertainment. The Company shall not be obligated to furnish or make available to Independent Contractor any office or other facilities or clerical services of the Company. Any such office or other facilities or clerical services required or deemed desirable by Independent Contractor to perform the services and responsibilities hereunder shall be the sole responsibility of Independent Contractor.

15. The Company shall not be liable to Independent Contractor for any expenses incurred by him or her for any of his or her acts, nor shall Independent Contractor be liable to the Company for any of its expenses in discharging its obligations hereunder, Independent Contractor shall have no authority to bind the Company by any act, promise or representation.

16. Independent Contractor shall at all times during the term of this Agreement be deemed to be an "Independent Contractor", and not a servant, employee, partner, or joint adventure of the Company.

17. Independent Contractor shall not, after the termination of this Agreement, use to his or her own advantage, or the advantage of any other person or corporation, any information gained for or from the files or business of the Company. Upon termination, Independent Contractor agrees not to disclose nor furnish any person or entity any information concerning the Company's clients, customers, properties, prices, policies, or relationships nor remove any items belonging to or associated with the Company as the same are solely the property of the Company.

18. If either party hereto shall default or breach any part of this Agreement which default or breach results in a loss or damage to the other party, the defaulting party hereby agrees to pay the other party all loss or damage including legal fees and further agrees to hold the other party harmless from any claim, demand. Cause of action or lawsuit which may result from or be caused by wrongdoing. Independent Contractor further agrees to indemnify and hold the Company harmless from any claims, demands or judgments, including legal fees and costs incurred in investigating and defending such claims, demands or judgments, including legal fees and costs incurred in investigating and defending such claims, demands or judgments arising out of the Agreement and Independent Contractor's services as an Independent Contractor.

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19. This Agreement and affiliation hereby may be terminated:

- a. By either party at any time upon reasonable written notice given to the other party; or
- b. By the Company immediately upon delivery of notice to Independent Contractor has failed to comply with any of the terms or conditions of this Agreement.

In the event of such termination, the right of the parties to any referral fees, which accrued prior to the date of termination, shall not be affected by reason of such termination. Obligations of the parties hereto shall survive termination of this Agreement.

20. This Agreement is personal to the Independent Contractor and neither the Agreement nor any of the rights or duties hereunder may be transferred, assigned, mortgaged or otherwise encumbered by Independent Contractor, by operation of law or otherwise.

21. This Agreement and Exhibit, together with the policies and procedures referred to herein, represents the entire agreement between the Company and Independent Contractor. This Agreement may not be changed orally but only in writing executed by both parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Company is located.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals of the day and year first above.

Signed, Sealed and Delivered in the State of:

Real Estate Professionals

\_\_\_\_\_

By: \_\_\_\_\_  
(Coordinator, Real Estate Professionals)

\_\_\_\_\_

\_\_\_\_\_  
(Independent Contractor)

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