

Policies and Procedures

Rand Referrals, LLC

1. **COMPLIANCE WITH LAW.** ASSOCIATE shall comply with all laws, rules and regulations, including the real estate licensing laws of the state and those of any other local governing Entities.
2. **LICENSE STATUS.** ASSOCIATE agrees to pay for the cost of maintain his or her real estate license with the Real Estate Commission of their respective state licensing, including but not limited to cost and adherence of Continuing Education (if applicable), BROKER maintenance or membership fees, license renewal fees and any other dues or fees related to maintaining a real estate license.
3. **COMPENSATION.** ASSOCIATE'S sole compensation from BROKER shall be in the form of commissions. The commissions for services rendered from a referral fee from the sale, rental, or leasing of any real estate. Commissions, when earned and collected by BROKER, shall be divided between BROKER and ASSOCIATE after deduction of all expenses (if any) and co-brokerage commissions. ASSOCIATE in accordance with the ASSOCIATE'S Commission Schedule, which is an outline of compensation to be paid by BROKER to ASSOCIATE during the ASSOCIATE'S affiliation with BROKER. Unless stipulated, ASSOCIATE'S compensation is fifty percent (50%) of the total commission earned by BROKER.
4. **RESPONSIBILITY OF BROKER FOR COMMISSIONS.** In no event shall BROKER be liable to ASSOCIATE for any commissions not collected, nor shall ASSOCIATE be personally liable for any commissions not collected. It is agreed that commissions collected shall be deposited with the BROKER and subsequently divided and distributed in accordance with the terms of this Agreement.
5. **DIVISION AND DISTRIBUTION OF COMMISSIONS.** The division and distribution of the earned commissions as provided for in this agreement which may be paid to or collected by the BROKER, but from which the ASSOCIATE is due certain commissions, shall take place as soon as practicable after collection and receipt of such commissions, but in no event more than ten (10) business days after receipt by the BROKER, or as soon thereafter as such funds have cleared the BROKER'S bank.
6. **INDEPENDENT CONTRACTUAL RELATIONSHIP.** It is the intention of the parties to establish an independent contractual relationship rather than a hiring or employment. ASSOCIATE shall retain sole discretion and judgment as to the manner and means of accomplishing the desired result of referring prospects for real estate purchases and sales to BROKER. ASSOCIATE will not be treated as an employee for state or federal tax purposes with respect to the services rendered under this agreement. BROKER shall, to the extent it is legally required to do so, file all necessary tax information and reports to the federal, state and local taxing authorities, including an Internal Revenue Service Form 1099 to report the income of ASSOCIATE arising under this agreement. BROKER shall not withhold income taxes, social security taxes, disability or unemployment insurance payments, or any other assessments or taxes from referral fees of ASSOCIATE unless required to do so by law, and ASSOCIATE will not subsequent to the termination of this contract be entitled to unemployment compensation benefits. ASSOCIATE will not be entitled to any of "Rand Referral" retirement, pension, or profit sharing plans. ASSOCIATE shall be required to pay Federal, state and local income and self-employment taxes on his or her income, as required by law, and to file all applicable estimated and final returns and forms in connection therewith ASSOCIATE agrees and understands that as a self-employed independent contractor, he or she will receive no minimum salary or sick pay from BROKER and will not receive any type of fringe benefit such as hospitalization, life insurance, worker's compensation insurance, etc., from BROKER. The ASSOCIATE further does not have to consult with BROKER regarding the scheduling of any time off or vacation and BROKER shall not require ASSOCIATE to keep regular hours or perform services in or out of BROKER facilities
7. **DUTIES AND LIMITATIONS OF ASSOCIATE.** ASSOCIATE shall act solely as a Referral Associate as defined by New York and/or New Jersey Real Estate Laws with BROKER and shall not engage in any other real estate activities for which a license is required with any other individual or

entity. ASSOCIATE hereby agrees to strictly limit his or her real estate activities to the referral of prospective buyers or sellers. ASSOCIATE MUST GET PERMISSION FROM SAID PROSPECTIVE BUYER OR SELLER prior to sending referral to Rand Referrals. ASSOCIATE cannot list properties for sale or lease, or sell or show properties for the purpose of selling or leasing said properties. ASSOCIATE hereby agrees not to refer prospects or referrals directly to any agent or company other than "Rand Referrals" of which BROKER will hold their license, unless directly and only, with an agent of Better Homes and Gardens Rand Realty, but must send paperwork, online or paper form to Rand Referrals. Without paperwork, referral Agent will not get paid. Referrals, for immediate response, should be completed online. However, ASSOCIATE had the option of sending in a paper version.

8. **COMMUNICATIONS.** Communication shall be in the form of call/text, email, or fax. BROKER and/or Director shall determine and approve all correspondence from the BROKER'S office pertaining to transactions being handled, in whole or in part, by the ASSOCIATE. BROKER and/or Director must approve any and all advertising or mail-outs before being circulated.
9. **FORMS AND CONTRACTS.** BROKER and/or Director shall determine and approve the forms to be used and the contents of all completed contracts and other completed forms before they are presented to third parties for signature. All files shall be kept with BROKER.
10. **DUTIES OF SUCCESS REFERRALS TO ASSOCIATE.**
BROKER AGREES TO:
 - Make available information and training to improve the prospecting skills of the ASSOCIATE;
 - Provide a system for processing ASSOCIATE'S referrals of prospective buyers and sellers;
 - Coordinate with affiliated and cooperating brokers for the follow-up necessary to fulfill the terms of this agreement;
 - Provide confirming data to ASSOCIATE regarding each referral;
 - Pay promptly the ASSOCIATE upon receipt by BROKER the fees resulting from a successful referral transaction from ASSOCIATE. BROKER shall not be liable to ASSOCIATE for any fees not collected by BROKER, nor shall BROKER be obligated to pursue collection of any such fees on behalf of ASSOCIATE.
 - BROKER 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 BROKER with respect to such dispute shall be final and binding upon ASSOCIATE. Suits for commission shall be maintained only in the name of BROKER. BROKER shall have the absolute right in its discretion to determine the amounts to be paid to or received from any co-broker. Commissions are deemed to have been earned only after BROKER has received payment in certified or collected funds.
11. **EXPENSES.** ASSOCIATE and BROKER agree during the term hereof, at their own separate expense, to keep their respective real estate licenses in full force and effect, and ASSOCIATE agrees to pay for his or her own licenses, professional dues and fees, cost of mailing, telephone or transportation, taxes and contributions payable to federal, state, county or local government agencies or any other government instrumentalities arising out of his or her activities as ASSOCIATE.
12. **REAL ESTATE BOARDS.** ASSOCIATE acknowledges that he or she has been informed by BROKER that BROKER is not a member of any Board of Realtors or any multiple listing service and has no intention of becoming such a member. Therefore it is not possible, nor permitted, for ASSOCIATE to join any such association of Realtors or Multiple Listing Service. Nor can they conduct an Open House.
13. **CONFIDENTIALITY.** ASSOCIATE covenants and agrees to hold confidential all information pertaining to or connected in any way with the business of BROKER and will not divulge any such information to any person, firm, or corporation during the course of association with BROKER. Upon termination, ASSOCIATE agrees not to disclose nor furnish any person or entity any information concerning BROKER clients, customers, properties, prices, policies or relationships, nor remove any item belonging to or associated with BROKER as the aforementioned records and information are solely the property of BROKER.
14. **AUTHORITY TO CONTRACT.** ASSOCIATE shall have no authority to bind, obligate, or commit

BROKER by any promise or reputation, either verbally or in writing, unless specifically authorized in writing by BROKER in a particular transaction.

15. **LIMITATION ON AUTHORITY.** ASSOCIATE shall have no authority to bind BROKER by any promise, statement, or representation unless specifically authorized to do so in writing by BROKER. BROKER 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
16. **INDEMNIFICATION.** ASSOCIATE agrees to indemnify BROKER and hold it harmless from all claims, demands and liability, including costs, attorney fees and damages of any nature, actual or punitive, to which 'Success Referrals' 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 for which a claim is made against BROKER.
17. **LEGAL DISPUTES.** In the event any transaction in which ASSOCIATE is involved results in a dispute, litigation, or legal expense, ASSOCIATE shall cooperate fully with BROKER. It is understood by ASSOCIATE that it is the policy of BROKER to avoid litigation whenever possible, but should a transaction which ASSOCIATE has handled be the subject of litigation or dispute, even though ASSOCIATE is not specifically named as party therein, the decision whether or not any such litigation in dispute shall be prosecuted, defended or settled, shall be the decision of BROKER. In the event the decision of BROKER is not satisfactory to ASSOCIATE, he or she shall have the right to select legal counsel separate from BROKER and in such event BROKER would not proportionately share the expenses incurred, but each would be responsible for their own individual expenses and/or liabilities so incurred.
18. **TERM/TERMINATION.** This agreement shall continue in full force and effect until terminated by either party hereto. Either party, at will, may terminate this agreement by notifying the other party in writing of the desire to so terminate. The rights of the parties to any commission or division thereof, which accrued prior to the time of said notice, shall not be divested by the termination of this agreement. 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 cancelled. Said ASSOCIATE will receive fees from 'Success Referrals' on those referrals pending to close upon closing.
19. **COMPENSATION SUBSEQUENT TO TERMINATION.** Upon termination of this agreement, ASSOCIATE shall be compensated his or her referral fees, as per Schedule A, from commissions received by "Rand Referrals" without penalty.
20. **ASSIGNABILITY AND BINDING EFFECT.** This agreement is personal to the parties hereto and may not be assigned, sold or otherwise conveyed by either of them.
21. **GOVERNING LAW.** This agreement shall be subject to and governed by the laws of the state of New Jersey, including the conflicts of laws, irrespective of the fact that ASSOCIATE may be or become a resident of a different state.
22. **WAIVER OF BREACH.** The waiver by the BROKER of a breach of any provision of this agreement by the ASSOCIATE shall not be construed as a waiver of any subsequent breach by the ASSOCIATE.
23. **SUCCESSORS/ASSIGNMENT.** This agreement shall accrue to the benefit and be binding upon the successors in interest of BROKER. However, this agreement is based on the personal services of ASSOCIATE and ASSOCIATE shall not delegate or assign any of ASSOCIATE'S rights or duties hereunder without the prior written consent of BROKER.
24. **ENTIRE AGREEMENT.** 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 all other agreements, either oral or in writing between the parties hereto, with respect to the subject matter hereof.
25. **SEPARABILITY.** If any provision of this agreement is invalid or unenforceable in any jurisdiction, the other provisions herein shall remain in full force, and effect 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 provision of this agreement in any jurisdiction shall not affect the durability or enforceability of any such provision in any other jurisdiction.

26. **MODIFICATION.** This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto. Any modification to this agreement between the parties after the date of the agreement shall be of no effect unless such modification is in writing and is signed by both BROKER and ASSOCIATE.
27. **PARAGRAPH HEADINGS.** The paragraph headings contained in this agreement are for references purposes only and shall not affect in any way the meaning or interpretation of this agreement.
28. **SURVIVAL OF PROVISIONS.** The provisions of this agreement shall survive the termination of the ASSOCIATE'S services under this agreement.
29. **COPY RECEIVED.** ASSOCIATE acknowledges receipt of a fully executed copy of this agreement, duly signed by authorized representative of BROKER and ASSOCIATE.
30. **MEMBERSHIP FEES.** As a condition to ASSOCIATE for BROKER to maintain his or her real estate license with "Rand Referrals, LLC", ASSOCIATE agrees to a yearly fee of \$150.00 that is due and payable by January 31, of each calendar year in addition to any other fees imposed by a third party as outlined in Paragraph 2 of this agreement. If ASSOCIATE fails to pay yearly fee to 'BROKER' of any given calendar year when due, 'BROKER' may, with or without notice, terminate ASSOCIATE and return same to the New York and/or New Jersey Real Estate Commission.