

This Independent Real Estate Referral Partner Agreement (this "Agreement") is hereby made and entered into on this day by and between **Florida Business & Realty Group LLC**, ("Broker"), a Real Estate Brokerage Firm, is supervised and managed by the qualifying Real Estate Broker on record with the Department of Business Professional Regulation of the State of Florida, License #CQ1060056 with license location of 2925 Park St North, St Petersburg, FL 33710 and a mailing address of 6220 Hampton Ct North, St Petersburg, FL 33710

And,

The present Florida Real Estate Sales Associate or Broker Sales ("Real Estate Referral Partner") transferring his/her current and valid, Florida Real Estate license with the State of Florida, with the license number as entered electronically, or manually, at the time of transfer.

By transferring your Florida Real Estate License with our office, you hereby acknowledge and agree to the terms of this Agreement.

Starting at the time of license transfer, either manually or electronically, the Broker and Real Estate Referral Partner agree to the following terms:

1 EMPLOYMENT STATUS: Real Estate Referral Partner hereby acknowledges and agrees to be an independent contractor, or independent Real Estate Referral Partner, of the Broker. They will perform Real Estate activities in compliance with Florida Law and Chapter 475. Real Estate Referral Partner is not considered an employee of the Broker, and he will not be treated as such for health benefits, Federal or State Taxes, or any other benefits typically associated with an employee. Real Estate Referral Partner is responsible for paying his own income taxes, occupational taxes, local business taxes, self-employment taxes, and/or any other taxes, if any. No monies shall be withheld from the commissions due to the Real Estate Referral Partner, and no worker's compensation will be provided. Real Estate Referral Partner shall receive the total amount of the Real Estate Referral Partner's commission share due without any withholdings; unless specifically requested by tax authorities or third parties, to collect a debt. Real Estate Referral Partner shall not receive, any form of payment or benefit other than the amount of commission due per closed and paid transaction that they bring to the Broker. Real Estate Referral Partner understands that as an independent Real Estate Referral Partner he shall not receive any benefit or minimum wage from the Broker. Real Estate Referral Partner has no authority to bind the Broker, unless specified in writing by the Broker. Real Estate Referral Partner is solely responsible for all fees related to conduct his/her business including marketing fees, transportation, fines, and/or insurance without any exception. Real Estate Referral Partner shall insure all transportation used to conduct business according to Florida Law.

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

3. REAL ESTATE REFERRAL PARTNER RESPONSIBILITIES: Real Estate Referral Partner

hereby acknowledges and agrees to work in conformance and follow Florida Real Estate Laws, Federal Laws and any rules and regulations attached to the exercise of this activity. Real Estate Referral Partner shall also comply and follow the Broker's Office Policy Manual, as part of the present agreement. Real Estate Referral Partner hereby acknowledges and agrees to follow and respect Fair Housing laws and principles, and understand that the non-failure to comply is grounds for the Broker to terminate this agreement without any refund of the administrative fee.

Real Estate Referral Partner 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 of Florida. Referral Real Estate Referral Partner is an independent Real Estate Referral Partner and agrees to pay for all of his/her taxes and related expenses. Broker is not responsible for Referral Real Estate Referral Partner's failure to pay any required taxes. If the Referral Real Estate Referral Partner's License is revoked, suspended, or not renewed for any reason, this agreement shall automatically terminate.

4. LIMITATIONS: Real Estate Referral Partner acknowledges that Broker operates as a referral only brokerage model and 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, property management, writing or executing Real Estate related documents, contracts, etc.. except those forms provided by and/or approved by the Broker.

5. PERSONAL TRANSACTIONS: This applies only if Real Estate Referral Partner's own name is on the property or business title, and if no commission is paid, or advertised to be paid.

Since there is no commission to be paid or advertised to be paid, Broker will not be involved in that type of transaction unless engaged to do so in writing. Real Estate Referral Partner will not introduce himself as a salesperson for Broker when conducting personal transactions not involving the payment of a commission. By Law, Real Estate Referral Partner will have to disclose to buyer/tenant that Real Estate Referral Partner holds a real estate license.

Renting, selling or managing Real Estate Referral Partner's own real estate property or business, must be conducted solely by Real Estate Referral Partner and not through our office or as a licensee attached to our brokerage.

Broker's office name is not to be mentioned in any document, business card or anything else in regard to these transactions. If any problem should arise regarding such transaction(s), Broker will not to be involved and/or offer any type of support and Referral Partner should consult a licensed attorney.

6. COMMISSION SPLITS:

A. CHOOSE YOUR OWN REFERRAL

Real Estate Referral Partner will receive 100% of the total commission received by broker at closing of the sale minus a \$175 transaction fee for residential and a \$375 transaction fee for Commercial/Business Brokerage transactions.

You provide completed referral form and forward to broker for signature. Forms can be downloaded from the "Agent" page on the website.

B. REFERRAL AGREEMENTS THROUGH BROKER

Real Estate Referral Partner will receive 90% of the total referral commission received by Broker minus transaction fees.

Residential Example: \$300,000 sale x 3% commission = \$9,000 X 25% (typical residential referral)= \$2,250 X 90%-\$175 = \$1850 total commission to Real Estate Referral Partner

Business Brokerage Example: \$500,000 sale at 5% selling or listing side commission= \$25,000 X 20% (typical business brokerage referral) = \$5,000 X 90%-\$375 = \$4125 to Real Estate Referral Partner

You provide the lead and Broker will arrange a suitable referral and send you a copy of the referral agreement upon execution.

C. REFERRAL TO "SISTER" COMPANIES

Real Estate Referral Partner will receive 100% referral commission received for any referral referred to and accepted by Tampa Bay Realty Group or Tampa Bay Business Group with no transaction fees. Sister companies will offer a minimum 25% referral fee for a transaction side.

Residential Example: \$300,000 sale x 3% commission = \$9,000 X 25%= \$2,250 total commission to Real Estate Referral Partner

Business Brokerage Example: \$500,000 sale at 5% selling or listing side commission=\$25,000 X 25% = \$6,250 to Real Estate Referral Partner

D. YOUR OWN TRANSACTIONS THROUGH "SISTER" COMPANIES:

Residential: Broker will enter your personal property into the MLS through sister company for a \$295 MLS administrative fee at listing and a \$175 transaction fee at closing (paid by you or selling agent) for a Non Brokerage Representation MLS listing of the property and offer a selling commission to agent that brings buyer to the transaction. *Valid only in counties that Tampa Bay Realty Group has MLS access to, inquire for updated county availability*

Example: You pay \$295 to enter your \$300,000 property into the MLS, property sells at \$300,000, You offer a 3%-\$175 commission to selling agent and you net \$291,000 on the sale of your property minus other closing costs and save the listing commission!

Business Brokerage/Commercial: Fees and structure vary depending on type of property or opportunity so please discuss with Broker and you choose a plan that works for you. Tampa Bay Business Group has MLS access to all Florida Counties.

E. COMMISSION CAP

The transaction fees and commissions received from closed transactions by Broker will be capped at \$2000 annually and will restart on the anniversary day of the Real Estate Referral Partner's renewal date. Once cap is reached during the year, Real Estate Referral Partner will receive 100% of referral commissions earned with no transaction fees. This includes all referral commissions, transaction fees and bonuses received by broker through the efforts of the Real Estate Referral Partner. ****Cap does not apply to deals referred directly to a sister company****

7 BROKERAGE MODEL: If the Real Estate Referral Partner needs day-to-day supervision, regular phone support, one-on-one training, physical supervision, access to physical facilities, offices, conference room, computer, or regular access to the MLS, the Broker is not the most suitable brokerage for Real Estate Referral Partner. THE BROKER will provide supervision and conform to Broker's supervision as defined in Chapter 475, however, the Real Estate Referral Partner needs to demonstrate a certain degree of independence and accept the Broker's specific means of communication, and address any legal situations to a Florida Licensed Attorney .

8. LIABILITY AND INDEMNIFICATION: THE BROKER shall not be liable to Real Estate Referral Partner for any expenses incurred by him/her, nor shall Real Estate Referral Partner have authority to bind THE BROKER by any promise or representation unless specifically authorized in advance and in writing by THE BROKER. Real Estate Referral Partner 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 THE BROKER and/or its officers in defending or satisfying any claim or judgment against THE BROKER and/or its officers because of Real Estate Referral Partner'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. COMMISSION PAYMENTS: Real Estate Referral Partner understands that all commissions will be paid by BROKER to Real Estate Referral Partner by check via USPS within 10 days of Broker receiving funds from transaction or by bank ACH. Referral Partner will need to register with bank prior to receiving funds electronically. At Broker's discretion, Broker will provide closing title company/attorney a "paid at closing letter" and Real Estate Referral Partner receive funds directly from closing attorney/ title company.

10. PAYMENT OF ANNUAL AFFILIATION FEES: Real Estate Referral Partner agrees to pay THE BROKER \$99/year re-occurring Administrative Fee on Real Estate Referral Partners anniversary date billed to the credit card Real Estate Referral Partner has on file with BROKER, Administrative fees are non-refundable (full or partial) after payment is made.

11. PERSONAL EXPENSES: Real Estate Referral Partner shall be 100% responsible for the full cost of additional services and materials which Real Estate Referral Partner 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 Real Estate Referral Partner uses to develop business.

12. SIGNS, BUSINESS CARDS, MARKETING, LOGOS: The Real Estate Referral Partner shall pay for his/her own business expenses related to business cards, marketing materials, stationary. Other than adding name, designations, personal photo and contact information, neither the Real Estate Referral Partner nor the Real Estate Referral Partners chosen sign or business card vendor may alter the design templates provided by THE BROKER in any way,

shape or form without prior written approval from THE BROKER.

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3. ADVERTISING IN MAGAZINES, MAILERS, LETTERHEADS, WEBSITES, INTERNET, FACEBOOK, TWITTER, EMAIL:

The Real Estate Referral Partner will pay for their own advertising firm and office contact information will not be included. Real Estate Referral Partner's name & telephone number will not be larger than the name of the. All advertising and marketing is required to contain the following (a) THE BROKERAGE NAME (b) Real Estate Referral Partner's name as it appears on his/her real estate license (c) Real Estate Referral Partner's direct contact information. Real Estate Referral Partner is required to forward all advertising for approval by the broker or office manager **PRIOR** to placement or implementation.

14. 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 Real Estate Referral Partner is in good standing and that all administrative fees are paid. This agreement may be terminated at any time by THE BROKER, immediately and without prior notice in the event Real Estate Referral Partner defaults on the prevailing 365 day term or any renewal thereof, for non-payment of fees 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 THE BROKER name, or shares the business practices of THE BROKER with competing firms, or transfers his/her license to another brokerage, in which events Real Estate Referral Partner's entitlement to receipt of his/her pending and as then unpaid commissions or referral fees shall be forfeited in full to THE BROKER. This agreement may be terminated by Real Estate Referral Partner by giving THE BROKER a formal written notice whereupon which the Real Estate Referral Partner is free to transfer his/her license(s) to another brokerage, in which event Real Estate Referral Partner'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 THE BROKER and all clients shall remain with THE BROKER. Real Estate Referral Partner shall not induce company clients to move their business away from THE BROKER either before or after giving notice to terminate this agreement.

15. DISPUTE RESOLUTION: Consistent with the THE BROKER dispute Resolution Commitment, Real Estate Referral Partner shall cooperate and adhere to the policy and practice of THE BROKER 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. Real Estate Referral Partner shall pay 100% of the cost of such professional mediation/binding arbitration services until the matter is resolved.

16. COMPLIANCE: Real Estate Referral Partner acknowledges and agrees to maintain, as directed by Broker, a "cloud" filing system (hosted by the internet service chosen by the broker), so that the Broker may, at anytime, without notification, look, search and review, the Real Estate Referral Partner's "shared" cloud folders and access files. Broker will make reasonable effort to find a free cloud service available to Real Estate Referral Partner. Real Estate Referral Partner

will maintain in real time all of his/her real estate files on the cloud.

17. ESCROW: Real Estate Referral Partner hereby acknowledges and agrees that the Broker will not have an escrow account, and will not offer escrow facilities for Real Estate Referral Partner's customers, under any circumstance. Therefore, Real Estate Referral Partner agrees not to collect any monies in Real Estate Referral Partner's name, or in the Broker's name. Any monies related to any type of transaction are to be payable and held in the escrow account of a Licensed Title Company, or in the Trust Account of a Florida Licensed Attorney at Law. Customer's checks, or wire transfer, should be made payable, and given not later than the next business day, directly to the Title Company, or the Attorney in charge of the transaction.

18. COMPLAINT HEARING PROTOCOL: Real Estate Referral Partner 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 Real Estate Referral Partner which leads to a hearing panel and if the broker is required to accompany Real Estate Referral Partner to (or attend on Real Estate Referral Partner's behalf) such complaint hearing, Real Estate Referral Partner will be charged \$250 per hour (or any fraction thereof), to be billed and/or automatically deducted from Real Estate Referral Partners pending commissions. If the hearing requires the Real Estate Referral Partner 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 Real Estate Referral Partner.

19. CONFIDENTIALITY AGREEMENT AND GUARANTEE: Real Estate Referral Partner 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 breach of contract by the Real Estate Referral Partner and subject to legal action by THE BROKER.

20. LEGAL ACTION AGAINST THIRD PARTIES: Real Estate Referral Partner hereby acknowledges and agrees that the Broker has no obligation to sue any third party to collect unpaid dues or commission to the Real Estate Referral Partner. If Broker decides to sue, all fees spent to collect such commission will be deducted before payment of the Real Estate Referral Partner's commission. If the Broker decides not to sue a third party, the Real Estate Referral Partner will not sue the Broker for damages or any other type of compensation.

Broker may refuse to sign any form or contract, including but not limited to "Developer's Broker registration form", "Co-Brokerage Agreement" or any other document that may not be to the best interest of the Broker or may harm the Broker with legal or harsh financial consequences, in case of breach of contract. Real Estate Referral Partner accepts this prerogative from Broker and will not pursue by any venues the refusal from Broker to sign such a contract

21. INSURANCE: Real Estate Referral Partner hereby acknowledges and agrees that the Broker does not maintain liability insurance, nor Errors and Omissions Insurance. Should the Real Estate Referral Partner need such insurances, Real Estate Referral Partner shall have to secure and pay for such insurances without the Broker's help, intervention, or financial involvement. Should the Broker decide, in a discretionary way, to implement an Error and Omission insurance, Broker may deduct such a fee from the Real Estate Referral Partner's commission proceeds. Real Estate Referral Partner would have to be informed of such a fee in advance.

22. CHANGES TO THIS AGREEMENT: From time to time, we may change this Agreement. We will provide you with thirty (30) calendar days notice of material changes via either a post on the website in the agent's private access, or via an e-mail to your registered e-mail address or any other email address you provide, or posting online at <http://www.floridaactivate.com/terms/>. It is your responsibility to check for any such notices. Your continued registration and license with an active status with our brokerage after the effective date of the change constitutes your acceptance of such changes except changes in commission structure which will take place on annual renewal and payment of yearly administrative fee.

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 below by Real Estate Referral Partner and THE BROKER Principal Broker or representative.

Real Estate Referral Partner Signature

Date: _____

Real Estate Referral Partner Print Name
License# _____

By Broker

Damon Desautel Broker

Date: _____