

## **REFERRAL BROKER AGREEMENT**

This Real Estate Broker Referral Agreement ("Agreement") is entered into between INTERINVESTMENTS REALTY, INC, a Florida Corporation, hereinafter known as the "Florida Broker", and \_\_\_\_\_, a real estate broker licensed in the State of \_\_\_\_\_, and hereinafter known as the "Referring Broker," (collectively known as the "Parties")

**WHEREAS**, Florida Broker is a real estate broker with a database and listings for real estate properties for sale within the State of Florida; and

**WHEREAS**, Referring Broker desires to use and access Florida Broker's database to conduct searches and to perform services such as marketing real estate properties located within the State of Florida to potential customers outside of the State of Florida, subject to the terms and conditions of this Agreement;

**NOW THEREFORE**, in consideration of the mutual representations, warranties, covenants and agreements contained in this Agreement, in addition to other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Term of Agreement. The term of this Agreement shall commence on \_\_\_\_\_, 2006, and shall continue renewing each year until terminated by either party.
2. Relationship. The relationship between the Parties is and shall remain at all times that of an independent contractor. Nothing in this Agreement shall be deemed to create any form of partnership, principal-agent or employer-employee relationship or joint venture agreement between Florida Broker and Referring Broker. Referring Broker's employees shall not be entitled to any of Florida Broker's employee benefits or commissions. As an independent contractor, Referring Broker has no decision-making authority on behalf of Florida Brokers or any client, employee or associate of Florida Broker, and unless authorized in advance by Florida Broker, any representations or other characterizations made by Referring Broker to any third party are not binding on Florida Broker.
3. Obligations and Responsibilities of Referring Broker.
  - A. General Duties and Responsibilities. The Referring Broker's duties and responsibilities (collectively referred to as "Services") shall include but not be limited to:
    - i. Using best efforts to solicit clients for Florida Broker's services and to promote the sale of Florida Broker's services; and
    - ii. Promote the sale of real estate located within the State of Florida through the use of Florida Broker's services; and

- iii. Diligently promote, market, and refer the services offered by the Florida Broker throughout the State of Florida to potential purchaser(s) of real estate property(s) in the state of Florida, which are currently domiciled in the state in which Referring Broker is authorized to do business. Florida Broker's services include, but are not limited to, the ability to research and identify real estate for sale throughout the state of Florida, negotiate the purchase of real estate in the state of Florida with individual seller(s)/developer(s)/listing broker(s) and use its tools and skills developed as a result of its 15 years of experience as a real estate broker in the State of Florida; and
  - iv. Performing such other duties and responsibilities as may be necessary to ensure successful sales of Florida Broker's products and services;
- B. Performance of Services. Florida Broker expects the Referring Broker to promote Florida Broker's properties and conduct its services in a manner consistent with Florida Broker's integrity, image and goodwill. Referring Broker may not take any action which will disparage Florida Broker's reputation, image or goodwill with its clients or potential clients.
- C. Expenses. Referring Broker shall be responsible for all its business expenses. Referring Broker also hereby acknowledges and agrees that it shall solely bear all advertising and promotional expenses and costs, and shall not look to the Florida Broker for any reimbursement whatsoever.
- D. Compliance with Federal and State Laws: Referring Broker hereby agrees to comply with federal and state laws, rules, and regulations as well as any and all income tax or unemployment and workers' compensation insurance payments and reporting requirements. In addition, Referring Broker agrees to comply with the laws of the State of Florida regarding real estate transactions (R.E.S.P.A.). Referring Broker will also provide Florida Broker for its records a copy of its real estate license from the state in which it does business and a completed W-9 form.
- 4. Obligations and Responsibilities of Florida Broker: In consideration for Referring Broker's fulfillment of its duties and obligations, the Florida Broker shall pay a referral fee of 25 % of the net commission received by Florida Broker for the real estate closing any new clients referred to Florida Broker by Referring Broker. "New Clients" will be any clients that had not been previously registered or included in Florida Broker's database or client list. Florida Broker will be responsible for paying the referral fee to Referring Broker no later than 30 days after receipt of its commission from the closing of the transaction.
- 5. Agreement Not to Solicit Florida Broker's Clients/Customers. The Referring Broker agrees that, both during the term of this Agreement and for a period of one year following termination of this Agreement for any reason, the Referring Broker will not directly or indirectly (on its own behalf or on behalf of any other persons or entities) solicit any business involving or similar to any products or services provided by Florida Broker from any Clients/Customers of Florida Broker; contact any

Clients/Customers of Florida Broker concerning any business involving or similar to any products or services provided by Florida Broker; or divert or attempt to divert from Florida Broker any business relationship which existed between Florida Broker and any Clients/Customers. "Clients/Customers" shall include any person or entity: 1) that was a specific prospective or existing client of Florida Broker with which the Referring Broker had contact in the course of his business responsibilities during the Agreement Period; 2) about which the Referring Broker gained confidential or proprietary information belonging to the specific prospective or existing client of Florida Broker in the course of the Referring Broker's business during the Agreement Period; or 3) that Referring Broker brought to Florida Broker pursuant to the Agreement to provide Services under this Agreement for any real estate sale in the State of Florida.

6. Agreement Not to Compete. The Referring Broker agrees that, both during the Agreement Period and for a period of one year following termination of this Agreement for any reason, the Contractor will not directly or indirectly (on his own behalf or on behalf of any other person or entity) in Florida engage in any business or perform any services (or own an interest in an individual proprietorship, partnership, corporation, joint venture, trust or other form of business entity, whether as an individual proprietor, partner, shareholder, joint venture, officer, director, broker, employee, sales person, trustee, independent contractor, or in any manner whatsoever (except for an ownership interest not exceeding five percent (5%) of a publicly traded entity), that is of the type and character of any business conducted by Florida Broker at any time during the Agreement Period; that is competitive with any business conducted by Florida Broker at any time during the Agreement Period; or similar to the services the Referring Broker performed for Florida Broker during the Agreement Period. In addition, Referring Broker and the Florida Broker agree that information provided to the Referring Broker by the Florida Broker could provide an unfair advantage to the Referring Broker and/or third parties, if used in competition against the Florida Broker in the State of Florida. Accordingly, the Referring Broker agrees that for a period of one year following the termination of this Agreement, the Referring Broker will also not enter into a similar agreement with another Florida real estate broker licensed or doing business in the state of Florida, and/or refer out of state purchasers directly to developer(s) listed in Florida Broker's database, as may be amended, as those developers which the Florida Broker has an ongoing business relationship, and/ or engage generally in competition with the Florida Broker.
7. Reasonableness of above paragraphs. The Referring Broker agrees that the provisions of the above Paragraphs 5 & 6 is reasonable and necessary for protection of Florida Broker's business, its continued business relationships, clients, customers, confidential and proprietary information and its undisrupted workplace.
8. Breach of Agreement: Referring Broker acknowledges and agrees that if the Referring Broker defaults on or breaches this Agreement, and the Florida Broker is damaged as a result thereof, that said damages are of such a nature that the same may

be impossible to be reduced to a monetary amount, then the Florida Broker shall retain as liquidated damages any and all referral fees which are owed to the Referring Broker by the Florida Broker and that are then, or will come into the possession of the Florida Broker or \$50,000 which ever is greater, pursuant to this Agreement.

9. Amendment and Waiver. This Agreement may not be modified, amended, supplemented, canceled or discharged, except by written instrument executed by all Parties. No failure to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing between the Parties. No extension of time for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts. The rights and remedies of the Parties under this Agreement are in addition to all other rights and remedies, at law or equity, that they may have against each other.
10. Assignment. Third Party Beneficiary. This Agreement, and the Referring Broker's rights and obligations hereunder, may not be assigned or subcontracted by the Referring Broker, unless Referring Broker has first obtained the written consent of Florida Broker. Florida Broker may assign its rights, and delegate its obligations, hereunder to any Florida Broker affiliate or any successor or assign. The rights and obligations of Florida Broker under this Agreement shall inure to the benefit of and be binding upon and enforceable by its respective successors and assigns.
11. Severability/Survival. In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then such unenforceable provision shall be deemed modified so as to be enforceable (or if not subject to modification then eliminated here from) for the purpose of those procedures to the extent necessary to permit the remaining provisions to be enforced. The provisions of this Paragraph and Paragraphs 5 & 6 shall survive the termination or expiration for any reason of this Agreement, and/or the Referring Broker's relationship with Florida Broker.
12. Headings. The headings of the Paragraphs contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.
13. Governing Law; Prevailing Party Fees. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Florida without reference to principles of conflict of laws. In the event any dispute arises out of this Agreement or any of the transactions contemplated by this Agreement, each of the Parties to this Agreement: (a) consents to personal jurisdiction of Florida state and federal courts; (b) agrees to exclusive venue in Miami-Dade County, Florida; and

(d) waives any and all objections to jurisdiction or venue. In the event of any litigation between the Parties arising out of this Agreement or any of the transactions contemplated by this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party. THE PARTIES EXPRESSLY WAIVE ANY RIGHTS WHICH THEY MAY HAVE TO A TRIAL BY JURY.

14. Entire Agreement. This Agreement contains the entire understanding of the Parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between or among the Parties with respect to such subject matter.
15. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

WITNESSES AS TO ALL PARTIES.

"Referring Broker"

\_\_\_\_\_

By: \_\_\_\_\_

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

"Florida Broker"

Interinvestments Realty, Inc.

\_\_\_\_\_

By:  
Emilio Jose Cardenal  
President

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



### Network Broker Office Profile

Interinvestments Associate: \_\_\_\_\_

Brokerage Firm: \_\_\_\_\_

Brokerage Lic: \_\_\_\_\_ (Provide Copy)

Broker Name: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Broker Lic: \_\_\_\_\_ (Provide Copy)

Contact Tel: \_\_\_\_\_

Contact Tel: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_

### Joining Realtors

Name: \_\_\_\_\_ Tel: \_\_\_\_\_ E-mail: \_\_\_\_\_

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