

Florida Moves, Inc.

Real Estate Referrals

Florida Moves is a referral program for individuals holding a salesperson or broker's license who, because of other commitments or interests, choose not to be active in the real estate brokerage business. Florida Moves, Inc., can hold your active real estate license while you are "*inactive*" in the business. You can pre-designate who in should receive your personal referrals, or if you prefer, your referrals of prospective buyers and sellers can be carefully placed with the best Realtor available by the Florida Moves Referral Coordinator. You and the Realtor you choose will share the commission based on your agreement. The Coordinator will assign the local referrals to an agent of ERA Neubauer Real Estate, Inc. If the person you are referring should need to relocate outside of the area, Florida Moves, Inc. has the access and the capability to assign referrals to one of the outstanding CARTUS network affiliates throughout the country.

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FLORIDA MOVES AFFILIATION CHECKLIST

Florida Moves, Inc.
740 S Tyndall Pky
Panama City, FL 32404

- 1. Signed Florida Moves, Inc. Agreement
(all forms can signed/completed online)
- 2. A check made payable to Florida Moves, Inc., for \$50.00 which pays for your annual administration fee.
- 3. Attach a copy of your completed [DBPR license transfer form](#), which is necessary to change license affiliation to Florida Moves, Inc., (the form requires your signature) Note: the form can be filled out online or completed and emailed:

http://www.myfloridalicense.com/dbpr/re/documents/DBPR_RE_11_Change_of_Status_Associates.pdf

(Please include your certificate of completion of the DBPR approved qualifying education course.)

- 4. Attach the completed associate information form.

Please include this checklist with your information.

**Erin Giddiens
Referral Coordinator
Florida Moves, Inc.
850-522-7451
850-785-1583 Fax
relocation@ERAFlorida.com**

Florida Moves Commission Breakdown

Florida Moves Licensee refers a buyer or seller to an qualified Realtor

Sale Price	\$200,000
7.0% commission	\$ 14,000
3.5% listing or selling side	\$ 7,000
Estimated Listing Agent or Selling Agent Compensation:	\$ 3,500
Commission retained by Realtor you referred to	<u>\$ 2,625</u>
Fee paid to Florida Moves agent (based on 25% default)	\$ 875

The Florida Moves agent will share in the listing or selling commission earned by the listing or selling Realtor who received your referral. **(Note: The company does not retain any fees for managing this process)**

The Florida Moves Licensee refers a prospect who is relocating to another city and requires the services of a Realtor in the designated destination, OR the Florida Moves Licensee refers a prospect who owns property in another city and requires the services of a Realtor to sell their home.

This service requires access to a broker network and payment of a referral fee to a third party firm. The network requirements are such that we receive 60% of the typical 35% referral fee that would be paid by the receiving broker, however most (80%) of the remaining 21% is paid to the referring agent.

For example:	Listing Referral (Out of Area)	Buying Referral (Out of Area)
\$100,000 Sale Price	\$100,000.00	\$100,000.00
7% commission	7,000.00	7,000.00
3.5% listing	3,500.00	3,500.00
3.5% selling	3,500.00	3,500.00
35% referral fee	\$1,225.00	\$ 1,225.00
40% (14% goes to CARTUS)	\$ 490.00	\$ 490.00
60% (21%) goes to ERA Neubauer	<u>\$ 735.00</u>	<u>\$ 735.00</u>
Agent earns 80% of retained fee	\$ 588.00	\$ 588.00
ERA Neubauer receives 20% of fee	\$ 147.00	\$ 147.00

- Referrals placed outside of the local area will be placed with a CARTUS broker which could include a leading broker in the location affiliated with ERA, Coldwell Banker, Century21, Sotheby's, BH&G. (Please keep this in mind when talking to your client about placing a referral for them.)
- As always, you may request an agent when placing a referral. However, in order to ensure, prompt and proper payment to you, **ALL** referrals, whether local or out of the area, are to be placed by Florida Moves.

FLORIDA MOVES, INC. INDEPENDENT CONTRACTOR AGREEMENT

PARTIES

This contract is made this _____ day of _____, by and between **Florida Moves, Inc.**, (“Broker”), and _____, (“Referral Associate”). Broker and Referral Associate acknowledge the following agreements:

LICENSE

Florida Moves, Inc. is a Florida licensed real estate broker and the Referral Associate is Florida licensed real estate salesperson.

COMPLIANCE WITH POLICY

Referral Associate acknowledges that he/she has read, understands, and subscribes to Florida Moves, Inc., Policies and Procedures which are incorporated herein by reference in its entirety.

LIMITED ACTIVITIES

Referral Associate agrees that he/she is limited to, and understands that his/her only real estate activities with Broker will be in the form of referring real estate buying and selling leads to Florida Moves, Inc. Referral Associate agrees not to perform the any of other real estate services other than to refer prospective buyers or sellers to Florida Moves, Inc., who will be assigned to professional staff members associated with ERA Neubauer Real Estate, Inc., or its designated referral companies outside the firm’s service area. Referral associate agrees not to directly refer prospects to any sales associate or company other than those designated by Florida Moves, Inc., referral coordinator.

CONFIDENTIALITY

Referral Associate agrees to hold confidential all information pertaining to or connected in any way with the business of Florida Moves, Inc., and will not divulge any such information to any person or entity during the course of association with Florida Moves, Inc. Upon termination of affiliation, Referral Associate agrees not to disclose or furnish any person with any information, forms, documents, procedures, etc. of Florida Moves, Inc.

REAL ESTATE BOARDS AND ORGANIZATIONS

Referral Associate acknowledges that he/she has been informed by Florida Moves, Inc. that Florida Moves, Inc. is not a member of any Board of Realtors or multiple listing service and has no intention of becoming a member of any association. It is understood the Referral Associate **cannot** use the term “Realtor®” to describe himself/herself. It is further understood the Referral Associate will not participate in functions or use any of

the items reserved for those active members of the National Association of Realtors or its local and state boards unless by specific invitation.

COMPLIANCE WITH LAW

It is understood the Referral Associate has the privilege of being licensed by the State of Florida. Also, that the Referral Associate understands Florida Real Estate laws, rules and regulations of the Florida Real Estate Commission and will operate and adhere to those guidelines as set forth by the State of Florida.

LEGAL DISPUTES

In the event any transaction in which the Referral Associate is involved results in a dispute, litigation, or legal expense, the Referral Associate shall cooperate fully with Florida Moves, Inc. in order to settle the matter. Referral Associate shall be fully liable for any violations of State or Federal fair housing laws and shall indemnify Florida Moves, Inc., as the result of any claims for damages resulting from violations of law by Referral Associate.

CHANGE OF ASSOCIATION

If the Referral Associate is a transfer licensee from another real estate brokerage company, he/she agrees to cease all functions as an agent for that brokerage firm and agrees to return to that firm, any property in Referral Associate's possession.

COMMISSIONS

In accordance with Florida Real Estate law, all commissions will be received by the Florida Moves' Broker. The Referral Associate's commissions, however, shall be payable to the Referral Associate within five days of Florida Moves, Inc., receiving the referral check. Florida Moves, Inc. shall be the sole judge of whether any transaction has been initiated by the Referral Associate. In the case of any dispute between the Referral Associate and any other person, the decision of Florida Moves, Inc. will be binding on the Referral Associate.

FEEES AND EXPENSES

Referral Associate agrees to provide and pay for all of his/her necessary professional expenses in order to receive and/or renew said license including all costs for continuing education and any expenses generated by licensee to produce leads. An annual fee of \$50.00 is to be paid to Florida Moves, Inc. for membership. Any delinquent fees may be deducted from any compensation due to Referral Associate.

INDEPENDENT CONTRACTOR RELATIONSHIP

This agreement does not constitute a hiring by either party. It is the parties' intention that so far as it shall be in conformity with the law, the Referral Associate shall be an Independent Contractor and not a Broker's employee, and the parties agree to execute an independent contractor agreement. This agreement shall not be construed as a partnership and Broker shall not be liable for any obligations incurred by the Referral Associate. The Referral Associate understands that as an Independent Contractor,

Referral Associate shall not receive a salary, sick pay, or benefits, and may schedule time off and vacations without consultation with Florida Moves, Inc.

LIMITATIONS OF AUTHORITY

The Referral Associate shall have no authority to bind, obligate, or commit Broker by any promise or representation, unless specifically authorized by Broker in writing, in a particular referral situation.

ACTIVITIES OF REFERRAL ASSOCIATE

The Referral Associate may offer its services in referring prospective buyers and sellers to an active associate and may utilize appropriate marketing materials, however prior to any publication or distribution, Florida Moves, Inc., must approve any and all advertising or other literature.

WITHHOLDING AND TAX INFORMATION

Florida Moves, Inc., 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 income earned by Referral Associate under this contractual agreement. Florida Moves, Inc., will not withhold income taxes, social security taxes, or other unemployment related withholding, as Referral Associate acknowledges that he/she is an independent contractor responsible for paying its own taxes.

TERMINATION

Broker and Referral Associate agree that either can terminate said affiliation at any time by notifying the other party in writing of the desire to terminate. The Referral Associate will cease to declare himself/herself as a licensee associated with this corporation upon termination of his/her affiliation with Florida Moves, Inc. It is further understood and agreed that the Referral Associate will be terminated immediately if his/her license becomes invalid due to lack of continuing education, or for failure to renew or any other reason. Referral Associate will receive all commissions due to Referral Association on pending referrals to the extent permitted by Florida law.

The foregoing policies and procedures are acknowledged by:

_____ Date _____
Referral Associate

Florida Licensed Broker, Florida Moves, Inc.

_____ Date: _____
Broker

Florida Moves, Inc.

Professional Staff Information

<u>Associate Name:</u>	
<u>Spouse Name:</u>	
<u>Home Address:</u> _____	
<u>Home Phone #:</u>	E-Mail Address1:
Cell Phone#:	Email Address 2:
Cell Phone Carrier:	Birth Date:
Wedding Anniversary Date:	Date of Affiliation:
Original License Date:	Personal Domain Name:
License: <input type="checkbox"/> Florida Licensed Broker-Salesman <input type="checkbox"/> Florida Licensed Salesperson	
Designations: GRI CRS CRB CPM CCIM Other:	
Family Info: (children, grandchildren and ages)	
Civic Involvement: (current and past)	
Hobbies:	
Education:	
Languages you speak:	
Previous Career(s) and previous firm:	
Any preference as to who receives your local referrals?	