



## *INDEPENDENT CONTRACTOR AGREEMENT*

### *CONTRACT BETWEEN PARK PLACE REALTY NETWORK, LLC AND NETWORK SALES ASSOCIATE*

THIS AGREEMENT is entered into between Park Place Realty Network, LLC, a Florida corporation (Doc. # L10000056684) with its principal place of business at 2500 W. Lake Mary Blvd Suite 220, Lake Mary FL, 32746 (hereinafter "PPRN") and the licensee whose name appears below (hereinafter "NETWORK SALES ASSOCIATE") for and in consideration of the following promises, agreements, and covenants:

WHEREAS, PPRN is licensed as a Real Estate Broker in the States of Florida, Georgia, and North Carolina and is qualified to and does operate a general real estate referral business and does enjoy the goodwill of, and reputation for fair dealing with the public; and

WHEREAS, Network Sales Associate is now engaged in business as a referral real estate sales associate, and has enjoyed, and does enjoy a good reputation for fair and honest dealing with the public as such; and

WHEREAS, it is deemed to be the mutual advantage of PPRN and Network Sales Associate to form the association hereinafter agreed to under the terms and conditions hereinafter set out.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Network Sales Associate fully understands that he/she will not be permitted to list or sell but will only act in the capacity of a source of referrals. Network Sales Associate is not to solicit listings of any brokerage firm.
2. Network Sales Associate agrees to conduct his/her business so as to conform to and abide by all laws, rules, regulations and codes of ethics that are binding upon or applicable to real estate sales professionals in Network Sales Associate's geographic area.
3. Network Sales Associate hereby agrees to refer to PPRN any and all information regarding potential customers for the sale or purchase of real estate (the "Leads"). Subsequent to the referral of the Leads to PPRN, Network Sales Associate shall have no further duties or obligations with respect hereto, except to refrain from interfering with later activities by other parties as are contemplated hereunder. PPRN prohibits Network Sales Associate from negotiating any and all referral commissions. Any referral commissions negotiated without PPRN's knowledge or approval, regardless of the time of such negotiation, may result in Network Sales Associate receiving a lower commission on that particular referral.

4. PPRN shall refer all leads to another duly licensed broker serving the market area of the Lead (the “third-party broker”). Thereafter, Network Sales Associate will be advised of the identity of the third-party broker, to whom the Lead has been referred. Network Sales Associate is aware that PPRN has been organized to provide a real estate referral service that PPRN will not actively participate in the sale, purchase, or leasing of the property. Both parties recognize PPRN endeavors to select qualified “third-party brokers” and when applicable, special sales associates. In the event that customer/client chooses of his/her own volition to do business with another sales associate or broker, perhaps of the same firm, there may or may not be a referral fee available.

5. Network Sales Associate is aware that PPRN does not, and will not, maintain membership in any Boards of Realtors or Multiple Listing Services.

6. PPRN agrees to distribute referral fees earned by Network Sales Associate no later than ten (10) days after receipt by PPRN, or as soon thereafter as such funds have cleared PPRN’s bank account. PPRN is not liable to Network Sales Associate for any referral fees not collected and any expenses associated with the collection of a referral fee shall be shared in direct proportion to the participation. Network Sales Associate will receive 90% of the total referral fee received by PPRN up to 25% standard industry referral fee. Any amount earned above the standard 25% referral fee is retained by PPRN. PPRN must earn a minimum of \$100 per transaction. Many referrals for New Home Construction can yield a higher referral fee back to PPRN since PPRN will be required to be more involved in those transactions. In that case, PPRN would split that much larger referral fee with Network Sales Associate 50/50. Referrals are subject to approval by PPRN.

7. PPRN shall not be liable to Network Sales Associate for any expenses incurred by Network Sales Associate, or for any of his/her acts. Network Sales Associate acknowledges that he/she is not an employee nor a partner, but a Network Sales Associate with an independent contractor status, with no rights of worker’s compensation, salary, pension, sick leave, sick pay or other attributes of an employee relationship.

8. Network Sales Associate recognizes that there are no mandatory referral quotas to meet or any mandatory sales meetings to attend and that each associate has their own responsibility to purchase the license, to pay their own trade association dues and all other expenses necessary, and to pay and maintain their own auto insurance, hospitalization, or whatever other insurance he/she may choose to maintain.

9. It is mutually agreed that this contract may be terminated by either party thereto at any time upon written notice given to the other. Such termination, however, shall not divest Network Sales Associate of any rights to referral fees earned on referrals under contract but not yet closed, as long as they close within 60 days of Network Sales Associates termination date.





## *Administration Fee Information*

- Network Sales Associate shall pay to PPRN an annual non-refundable administration fee (“Administration Fee”). Network Sales Associate’s initial Administration Fee is due and payable upon becoming affiliated with PPRN. Subsequent annual Administration Fees are due upon Network Sales Associate’s annual renewal date assigned by PPRN (“Renewal Date”).
- PPRN will send notice of Renewal Date and Administration Fee Renewals to Network Sales Associate before Renewal Date. Network Sales Associate is responsible for paying Administration Fee on or before Renewal Date. If PPRN has not received payment for Network Sales Associate’s Administration Fee on or before Network Sales Associate’s Renewal Date, PPRN reserves the right to make Network Sales Associate’s license Inactive under PPRN.
- The annual Administration Fee is \$100.00 per year. From time to time, as PPRN deems appropriate, PPRN may increase the Administration Fee by providing written notice to Network Sales Associate in advance of Network Sales Associate’s Renewal Date. Network Sales Associate agrees to pay the new Administration Fee commencing on the next Renewal Date.

### **PAYMENT INFORMATION:**

**Please make Check or Money Order Payable to Park Place Realty Network, LLC  
Or  
Pay online at [www.ParkPlaceNetwork.com/members](http://www.ParkPlaceNetwork.com/members)**

**Amount: \$100.00**

**Please Print Name, Sign, and Date Below:**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

# Associate Contact Information

Full Name: \_\_\_\_\_

License # & State: \_\_\_\_\_

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

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

Alternate #: \_\_\_\_\_

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

Alternate Email: \_\_\_\_\_

# Emergency Contact Information

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

Relationship: \_\_\_\_\_

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

