

GONE TROPPO, LLC

REFERRAL DIVISION OF EXIT REALTY THE TRACEY GROUP REFERRAL SERVICES AGREEMENT

THIS AGREEMENT is to be effective the _____ day of _____ 20____, by and between GONE TROPPO, LLC, located at 105 WEST HURON AVE, FOLLY BEACH, SC 29439 (hereinafter "GT, LLC") and _____, (hereinafter "Referral Agent") residing at _____.

WHEREAS GT, LLC is a Limited Liability Corporation and is operating as a Referral Only real estate brokerage business in this state at the above address; and WHEREAS Sales Representative has been issued a real estate (Sales Representative's/Broker's) license by this state and is desirous of receiving the Referral Only services, and opportunities offered by GT, LLC;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, it is agreed as follows:

1. INDEPENDENT CONTRACTOR STATUS

Sales Representative is retained by GT, LLC as an independent contractor.

The Sales Representative shall not have mandatory duties or responsibilities except those required by state law and those specifically outlined in this Agreement. Nothing contained in this Agreement shall be regarded as creating any relationship such as joint venture, partnership or shareholder between GT, LLC and Sales Representative.

Sales Representative acknowledges that as an independent contractor (non-employee) affiliated with GT, LLC, Sales Representative is responsible for the payment of all representative's own federal income taxes and representative's own self-employment taxes (FICA) together with any and all corresponding state, if any. Sales Representative hereby waives any claims representative has or may have against GT, LLC now or in the future respecting such taxes or the right of GT, LLC not to withhold, pay or contribute to such taxes on behalf of Sales Representative.

2. RESPONSIBILITIES

- a) Sales Representative shall Refer Listings, Buyers and/or other real estate related service only. Sales Representative agrees that any and all listings or Buyers of real estate or any interest in real estate and all other real estate related service *referred* approved by GT, LLC shall be taken in the name of GT, LLC. The *referral* of any listings, buyers, and other real estate related service contracts shall be become and remain the exclusive property of GT, LLC.
- b) Sales Representative acknowledges that all listings and all other real estate related service contracts taken on behalf of the company permit cooperation with all other Sales Representatives of EXIT.
- c) Sales Representative shall assure that all fees and commissions earned in connection with the referral of sale of real estate are made payable to GT, LLC. The fees may be jointly shared by Sales Representative with one or more sales representatives under contract. All payments of referral fees and shares of commission shall be made to GT, LLC for monies withheld for that purpose from commissions received by GT, LLC.
- d) Sales Representative shall be responsible for all his personal expenses, included but not limited to automobile, travel, disability insurance and other insurance, entertainment, food, lodging, license fees and dues, all income taxes, self-employment taxes, which result or may result from being licensed, engaged in the real estate business and/or associated with EXIT.
- e) Sales Representative need only devote such portion of Sales Representative's time and energy as Sales Representative deems appropriate to the furtherance of Sales Representative's required C.E. as required by the state of South Carolina. At all times, Sales Representative shall not engage in any real estate transactions or activities that are not on a Referral Basis only.
- f) The Sales Representative shall maintain a valid real estate broker's or sales representative's license under state law. Sales Representative shall not write or make verbal representation to any member of the public.
- g) Sales Representative understands that at no time should they represent themselves as a real estate sales representative and transport for house hunting purposes and are aware that GT, LLC does not maintain a company Errors and Omission insurance covering them.

