

## New Member

Licensee's Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax #: \_\_\_\_\_

Under section 6109 of the Internal Revenue Code, certain recipients of business payments are required to furnish their social security number to the payer who must report such payments to the Internal Revenue Service on Federal Form 1099. As a Referral Associate, you may receive such business payments from time to time and therefore we must have this information on file.

SS #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Signature: \_\_\_\_\_

Is your license currently held by a Brokerage company? Yes: \_\_\_\_ No: \_\_\_\_

If Yes, name of current Brokerage company: \_\_\_\_\_

***Please instruct your current broker to terminate your license online in the New Jersey Real Estate Commission's computer system so that NJRN can have a new referral agent license issued in your name.***

Former Board/Association Affiliation

(example – North Central Jersey Association of Realtors, NCJAR): \_\_\_\_\_

I UNDERTAND AND AGREE TO ALL THE TERMS CONTAINED IN THE NJRN MEMBER AGREEMENT INCLUDING ADDENDUM A WHICH EXPLAINS WHAT REAL ESTATE BROKERAGE ACTIVITIES I CAN AND CANNOT ENGAGE IN AS A REFERRAL AGENT. I ALSO UNDERSTAND THAT WHEN SELLING ANY REAL ESTATE IN WHICH I HAVE AN OWNERSHIP INTEREST OR PURCHASING ANY REAL ESTATE FOR MY OWN PERSONAL PORTFOLIO THAT I AM REQUIRED BY THE NEW JERSEY REAL ESTATE COMMISSION TO INFORM ALL PARTIES TO SUCH A TRANSACTION THAT I HOLD A NEW JERSEY REAL ESTATE LICENSE.

| For Office Use Only |        | REC Transfer Date | Today's Date            |
|---------------------|--------|-------------------|-------------------------|
|                     | Check# | Total Paid \$     | Received By: (Initials) |



**This AGREEMENT is made between the salesperson who wishes to be licensed with a real estate referral company, hereinafter referred to as “SLWRERC”, and the NEW JERSEY REFFERAL NETWORK, LLC, a limited liability corporation of the State of New Jersey with its offices at 910 Mt. Kemble Avenue, Suite 108, Morristown, N.J. 07960, hereinafter referred to as “Broker”, for and in consideration of the mutual promises and agreements for their mutual benefits.**

**WHEREAS, Broker** is duly registered and licensed as a Real Estate **Broker** in the State of New Jersey, qualified to and currently operating a real estate referral company hereinafter referred to as **RERC** as defined by statute and does enjoy the goodwill of and reputation for fair dealing with the public, and

**WHEREAS, SLWRERC** is now engaged in business as a New Jersey Real Estate Licensee, 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 the Broker and the SLWRERC to form an association as hereinafter agreed to under the terms and conditions hereinafter set out.**

**The parties hereby agree as follows:**

1. The term of this Agreement shall be one (1) year from the date hereof. The Agreement shall be renewed by payment of the subsequent year's fee by the **SLWRERC**. The **SLWRERC** shall pay **Broker** an annual fee of **\$125.00** as consideration hereunder.
2. During the term of this agreement, the **SLWRERC** shall refer to the **Broker** any and all potential listings and/or customers for the lease, sale or purchase of property in New Jersey, and all information associated with said potential listings and/or customers, i.e. names, phone numbers and/or addresses, hereinafter referred to as **“Leads”**. All **Leads** shall be communicated in writing by the **SLWRERC** to the **Broker**. Once a **Lead** has been referred to the **Broker** the **SLWRERC** shall have no further duties or obligations with respect to the transaction or subject of the **Lead**, except to refrain from interfering with later activities by any and all other parties as contemplated under this agreement. **SLWRERC** will not discuss motivation or financial information with any potential **Lead** so as to avoid creation of an agency relationship.
3. The **Broker** shall refer all **Leads** to a duly licensed Real Estate Broker not employed by the **Broker**, hereinafter referred to as the **“Third-Party Broker”**. The **Third-Party Broker** shall be selected by the **Broker** while considering all relevant facts including, but not limited to, the geographic area served by the **Third-Party Broker** and the preference, if any, of the **SLWRERC**. Thereafter, the **SLWRERC** will be advised of the identity of the **Third-Party Broker** to whom the **Lead** has been referred.
4. The **SLWRERC** agrees to conduct his/her business so as to conform to and abide by all laws, statutes, rules and regulations that may be binding upon or applicable to real estate salespeople licensed in the State of New Jersey, including but not limited to any **“No Call List”** proscriptions, **“No Fax List”** proscriptions and/or the like, and act in all other regards in accordance with the highest professional standards. The **SLWRERC** shall pay all applicable licensing fees of the State of New Jersey or any other authority as required by law in a timely manner to the **Broker**. (See # 18 )
5. The **SLWRERC** acknowledges that the **Broker** has been retained solely to provide real estate referral services and that the **Broker** will not actively participate in the sale, purchase or leasing of any property.



6. The **SLWRERC** acknowledges and recognizes that a commission will only be paid by the **Broker** to **SLWRERC** if a commission is paid to **Broker** arising out of a closing or lease involving a **Lead** provided by **SLWRERC**. For example, if **SLWRERC's Lead** works with several real estate licensees and purchases a property through a licensee to whom the **Broker** has not made a referral, neither the **Broker** nor the **SLWRERC** will be paid a commission hereunder.
7. The **SLWRERC** recognizes that the **Broker** does not and will not maintain membership in any Board of REALTORS® or Multiple Listing Service, and this agreement shall not provide the **SLWRERC** with the membership in any such Board or Listing Service, or similar trade group. In the event that any such Board or Listing Service shall charge the **SLWRERC** with any fees, dues or costs, as a result of the performance by the **SLWRERC** hereunder, the **SLWRERC** shall be responsible to pay the same.
8. The **Broker** shall pay the **SLWRERC** a commission of **65%** of the any referral commission paid to the **Broker**, less any expenses associated with collecting the commission, from any and all transactions resulting from referrals made to the **Broker** by the **SLWRERC**, which close while **SLWRERC** has not terminated this Agreement.
9. The **SLWRERC** acknowledges that he/she is not an employee nor a partner of **Broker**, but an independent contractor with no rights of worker's compensation, salary, pension, sick leave, sick pay, disability insurance, medical or any other insurances or other attributes of an employee relationship. The **Broker** shall not be liable to the **SLWRERC** for any expenses incurred by the **SLWRERC**, or for any of his/her acts. The **SLWRERC** shall not be liable to the **Broker** for any expenses of the operation of the **Broker's** business or expenses incurred by the **Broker**. The **SLWRERC** recognizes that there are no mandatory referral quotas to meet nor any mandatory sales meetings to attend, and that the **SLWRERC** shall be solely responsible for errors and omissions insurance and any other insurance which may be advisable.
10. Each party shall defend, indemnify, and hold the other party harmless from any claims brought by a third-party relating to any transaction referred to the **Broker** by the **SLWRERC** hereunder.
11. Any disputes between the **SLWRERC** and **Broker** pertaining to this Agreement shall be decided by arbitration conducted in the **Broker's** office or other mutually agreed upon New Jersey location by the American Arbitration Association or its successor or such other similar organization. In the absence of such an association, the dispute shall be decided by an arbiter, selected by an attorney for the **Broker** and the **SLWRERC** and such decision shall be binding.
12. This Agreement may be terminated by either party hereto at any time upon written notice given to the other. Such termination, however, shall not preclude the **SLWRERC** from receiving any commissions otherwise payable on **Leads** which have resulted in a contract to buy and/or sell and/or lease property which has not yet closed or lease has not yet been signed as of the date of termination.
13. Upon termination of the **SLWRERC's** relationship with the **Broker**, all **Leads**, prospects and/or referrals which the **SLWRERC** may have secured while performing under this agreement shall remain the property of the **Broker** and no compensation shall be due to the **SLWRERC** for future business relating to the lead.

(For example, if the **SLWRERC** generates a **Lead** for the sale of a house and directs this **Lead** to the **Broker**, then the **SLWRERC** would earn a commission upon the sale and closing of the house. Then, if in the future that **Lead** returns to the **Broker** or **Third-Party Broker** after the **SLWRERC's** relationship with the **Broker** has been terminated for a future sale and/or purchase and/or lease, then no commission would be due to the **SLWRERC** on any resulting future transaction.)



14. The **Broker** reserves the right to use, and the **SLWRERC** irrevocably consents to the **Broker** using, any information, files, data, or photographs of or in relation to the **SLWRERC's** relationship with the **Broker** notwithstanding the termination of this Agreement.
15. After termination of this Agreement, the **SLWRERC**, shall not use any proprietary information gained from the files or business of the **Broker** to his/her advantage or to the advantage of any other person or entity.
16. Any changes to this Agreement will not be binding unless the changes are contained in writing and signed by the **SLWRERC** and **Broker**.
17. This Agreement shall be construed in accordance with the laws of the State of New Jersey.
18. The **SLWRERC** agrees to abide by the rules promulgated by the New Jersey Real Estate Commission in N.J.A.C. 11:5 concerning the real estate brokerage-related activity limitations associated with a salesperson licensed with a real estate referral company.

19. **RESTRICTIONS UPON BROKERAGE ACTIVITIES OF A SALESPERSON LICENSED WITH A REAL ESTATE REFERRAL COMPANY:**

On August 10, 2018, P.L. 2018, c. 71 (the "Act") was signed into law. The Act amended Title 45, Chapter 15, the Real Estate Brokers, Broker-Salespersons and Salespersons law concerning certain real estate licensees, specifically a Salesperson licensed with a real estate referral company. The act limited such licensees to referring prospects for the sale, purchase, exchange, leasing or rental of real estate to the broker through whom they are licensed. The NJREC's rules list the limitations upon brokerage activities of such licensees and specific examples of brokerage activity in which they may not engage. The rules state:

**(a) Salespersons licensed with a real estate referral company's real estate brokerage-related activities shall be limited to:**

1. Directing prospects to websites and other sources of information on real estate matters generally available to the general public; and
2. Referring prospects for the sale, purchase, exchange, leasing or rental of real estate to the real estate broker through whom they are licensed.

**(b) Salespersons licensed with a real estate referral company shall not be employed by or licensed with more than one real estate broker at any given time.**

**(c) No person shall be simultaneously licensed as a salesperson with a real estate referral company and a real estate Broker or broker-salesperson in this state.**

**(d) Salespersons licensed with a real estate referral company shall not engage in prohibited brokerage activity for their broker or for others, and shall not receive compensation from their broker or any other person for engaging in prohibited brokerage activity. For the purposes of this rule, prohibited brokerage activity includes, but is not limited to the following:**

1. Negotiating the purchase, sale, or exchange of an interest in real estate;
2. Leasing or renting or offering to lease or rent any interest in real estate;
3. Collecting rents for the use of real estate or any other monies;
4. Negotiating commissions or compensation rates and otherwise negotiating or signing listing or buyer-brokerage agreements;
5. Negotiating or signing contracts of sale or leases of real estate;
6. Accepting any funds of others to be held by a real estate broker acting in that capacity or as escrow agent or as the temporary custodian of the funds of others in a real estate transaction;
7. Conducting a public or private competitive sale of land or any interest in lands;
8. Negotiating, assisting in, or directing, the closing of any transaction which results or is contemplated to result in the sale, exchange, leasing, renting or auctioning of any real estate;



9. Negotiating, offering, attempting to, or agreeing to negotiate a loan secured or to be secured by a mortgage or other encumbrance upon or transfer of any real estate;
10. Conducting showings or open house presentations of properties;
11. Participating in expositions, marketing shows or other presentations where information on specific properties or real estate interests marketed through a common promotional plan, including but not limited to planned unit developments, is provided to the public;
12. Providing information on listings, either in person, or through electronic communication including telephone and the internet, beyond the information which salespersons licensed with a real estate referral company are permitted to provide with respect to websites and other sources of information as referenced in (a) above; and
13. Producing or presenting comparative market analyses or similar studies of real estate.

By signing this agreement, the **SLWRERC** is acknowledging receipt of these provisions and that they will be guided by these provisions with respect to the permissible and prohibited brokerage activities of salespersons licensed with a real estate referral company.

20. The **SLWRERC** acknowledges receipt of the rules promulgated by the NJREC in N.J.A.C. 11:5 concerning the real estate brokerage-related activity limitations associated with the Salesperson licensed with a real estate referral company status. (See #21)
21. Change of status from salesperson licensed with a real estate referral company to a salesperson or a Broker-Salesperson:
  - (a) A **SLWRERC** who was not previously licensed as a **BROKER, BROKER-SALESPERSON** or **SALESPERSON** and who has been licensed with a real estate referral company for the six immediately preceding years or any lesser period of time shall, in order to qualify for licensure as a **SALESPERSON**, complete up to 30 hours of continuing education as prescribed by commission rule as follows:
    - (1) A **SLWRERC** for **Less than 1 year**: Shall be eligible for licensure as a **SALESPERSON** without being required to complete any **Continuing Education**.
    - (2) A **SLWRERC** for **between 1 year and 6 years**: Shall in order to qualify for licensure as a **SALESPERSON**, complete **(24)** hours of **Continuing Education**, all of which shall be in **CORE** and/or **ETHICS** topics only, within the **2 years immediately preceding application**.
    - (3) A **SLWRERC** for **more than 6 immediately preceding years**: Shall in order to qualify for licensure as a **SALESPERSON**, complete the pre-licensure education requirement applicable to NJ **SALESPERSONS** AND pass the NJ State license examinations for **SALESPERSONS**. (**NO CONTINUING EDUCATION REQUIRED**).
  - (b) A person who was previously licensed as a **BROKER, BROKER-SALESPERSON** or **SALESPERSON** and who has been licensed as a **SLWRERC** for the six immediately preceding years or any lesser period of time shall in order to qualify for relicensure as a broker, broker-salesperson or salesperson, as applicable, complete up to 30 hours of continuing education as prescribed by commission rule as follows:
    - (1) A **SLWRERC** for **less than 3 years** who was previously licensed as a **SALESPERSON**: Shall, in order to qualify for re-licensure as a **SALESPERSON**, complete **(12)** hours of **Continuing Education**, all of which shall be in **CORE** and/or **ETHICS** topics only, within the **2 years immediately preceding application**.
    - (2) A **SLWRERC** for **more than 3 years**, but less than 6 years who was previously licensed as a **SALESPERSON**: Shall, in order to qualify for a re-licensure as a **SALESPERSON**, complete **(18)** hours of **Continuing Education**, all of which shall be in **CORE** and/or **ETHICS** topics only, **within the 2 years immediately preceding application**.
    - (3) A **SLWRERC** for **more than 6 immediately preceding years** who was previously licensed as a **SALESPERSON**: Shall, in order to qualify for a re-licensure as a **SALESPERSON**, complete **(30)** hours of **Continuing Education**, all of which shall be in **CORE** and/or **ETHICS** topics only, **within the 2 years immediately preceding application**.



- (4) A **SLWRERC** for **less than 3 years** who was previously licensed as a **BROKER** or a **BROKER-SALESPERSON**: Shall, in order to qualify for a re-licensure as a **BROKER**, or a **BROKER-SALESPERSON**, complete **(18)** hours of **Continuing Education** all of which shall be in **CORE** and/or **ETHICS** topics only.
- (5) A **SLWRERC** for **more than 3 years, but less than 6 years** who was previously licensed as a **BROKER** or a **BROKER-SALESPERSON**: Shall, in order to qualify for a re-licensure as a **BROKER**, or a **BROKER-SALESPERSON**, complete **(24)** hours of **Continuing Education** all of which shall be in **CORE** and/or **ETHICS** topics only.
- (6) A **SLWRERC** for **more** than 6 immediately preceding years who was previously licensed as a **BROKER** or a **BROKER-SALESPERSON**: Shall, in order to qualify for a re-licensure as a **BROKER**, or a **BROKER-SALESPERSON**, complete **(30)** hours of **Continuing Education** all of which shall be in **CORE** and/or **ETHICS** topics only.

By signing this agreement, the **SLWRERC** is certifying that they have reviewed the continuing education requirements above for change of status from a **SLWRERC** to a **BROKER**, **BROKER-SALESPERSON** or **SALESPERSON**. The **SLWRERC** agrees to monitor the length of time their license is a **SLWRERC**. The **SLWRERC** understands that the **Broker** is not responsible for monitoring the time period in which their license is a **SLWRERC**.

**IN WITNESS THEREOF**, the parties have hereunto set their hands and seals on the date aforesaid.

|       |   |       |
|-------|---|-------|
| _____ | _____   | _____ |
| Date  | Donna Rocco Ryan, Broker of Record<br>New Jersey Referral Network |       |
| _____ | _____   | _____ |
| Date  | Referral Agent  |       |

**Note: This is a New Jersey Referral Network registered document which cannot be utilized by any other person or company**

## CREDIT CARD AUTHORIZATION FORM

Licensee's Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email \_\_\_\_\_

☐ VISA ☐ MASTERCARD \_\_\_\_\_ EXP DATE \_\_\_\_\_

BILLING ZIP CODE \_\_\_\_\_ SECURITY CODE (Last three digits on back of card) \_\_\_\_\_

PURPOSE OF PAYMENT \_\_\_\_\_ \$ \_\_\_\_\_  
TOTAL AMOUNT CHARGED

PRINT NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_ TODAY'S DATE \_\_\_\_\_

I acknowledge that I understand and authorize the above charges and that, once authorized, there will be no refunds or credits given.

**For Office Use Only** Today's Date

Total Paid \$

Received By: (Initials)