



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, there may or may not be a referral fee available. Network Sales Associate is allowed to choose their own third-party broker as long as the third-party broker agrees to PPRN's referral fee.

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, 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 365 days of Network Sales Associates termination date.

10. Network Sales Associate shall not, after termination of this Agreement, use to advantage or to the advantage of any other person or corporation, any information gained for or from the files or business of PPRN.

11. It is understood that this Agreement is subject to change at the discretion of PPRN. Any changes to this Agreement shall be in writing and shall be made available to Network Sales Associate. If Network Sales Associate does not agree to be bound by any changes to this Agreement, then Network Sales Associate must inform PPRN, in writing, of such disagreement. Any notice of disagreement regarding changed terms shall be deemed by all parties to be a termination of the Agreement.

12. Network Sales Associates shall pay an annual, non-refundable administration fee (hereinafter “fee”). The initial fee is due upon joining PPRN, and subsequent fees are due annually on the assigned renewal date. Renewal notices will be sent prior to the renewal date, and Network Sales Associates are responsible for timely payment. Failure to pay by the renewal date may result in the Network Sales Associate’s license being made inactive. The current fee can be paid and is listed at **www.ParkPlaceNetwork.com/adminfee**. PPRN reserves the right to adjust the fee with advance written notice before the next renewal date.

This Agreement shall be construed in accordance with the laws of the State of Florida without regard to any conflict of law principles. If any provision of this Agreement is determined by any Court, arbitrator, or other tribunal to be unenforceable then the remainder of this Agreement shall be enforced as though the unenforceable provision does not exist. The sole jurisdiction and venue for any dispute regarding this Agreement shall be Seminole County, Florida. In any dispute regarding, related to, or arising out of this Agreement, including those related to its interpretation or requirements, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs at all stages of litigation, including any appellate action.

Network Sales Associate (Print)

(Signature)

(Date)

PPRN (Signature)

(Date)

Office Use Only:

Date Contract Received Signed by Network Associate and PPRN: _____

Date Payment Received: _____

Official Start Date: _____

Renewal Date (Month and Day Administration Fee will be due each year): _____

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <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"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
					-				
OR									
Employer identification number									
					-				

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

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 for Part II, later.

Sign Here	Signature of U.S. person _____	Date _____
------------------	--------------------------------	------------

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Associate Contact Information

Please fill out the fields below for our records.

Full Name: _____

License # & State: _____

Full Address: _____

City, State, Zip: _____

Phone #: _____

Alternate #: _____

Email Address: _____

Alternate Email: _____

