



Service One Referral Associates, LLC
306 Kings Highway South
Cherry Hill, NJ 08034
Phone: (856) 428-1013 Fax: (856) 428-1393
Diane M. Streichert, Licensed Real Estate Broker

The process of joining Service One Referral Associates, LLC is easy and simple to do, however the forms and fees vary depending on your current license status. Please see the examples and information below to help determine what is needed to join Service One Referral Associates, LLC.

Once your application is complete, please fax or e-mail application

IF YOU ARE CURRENTLY LICENSED WITH A BROKER AS A SALESPERSON OR A BROKER-SALESPERSON:

FEES:

\$100 Membership Fee/ \$50 after June 1st
\$25 State Transfer Fee
\$50 Change of License Type
Total Amount: \$175 / \$125 after June 1st

FORMS NEEDED:

NJREC Referral Agent Application Page 2 Only
New Member Information Form
Independent Contractor Agreement with Addendum A
Your current broker must terminate your license online

IF YOUR SALESPERSON OR BROKER-SALESPERSON LICENSE IS CURRENTLY INACTIVE AND BEING HELD BY THE STATE:

Please Note: This fee schedule ONLY applies to renewed licenses.

FEES:

\$100 Membership Fee/ \$50 after June 1st
\$25 State Transfer Fee
\$50 Change of License Type
Total Amount: \$175/ \$125 after June 1st

FORMS NEEDED:

NJREC Referral Agent Application- Page 2 Only
New Member Information Form
Independent Contractor Agreement with Addendum A
You must complete the NJREC's Online Renewal Questionnaire.

IF YOU ARE CURRENTLY LICENSED WITH A BROKER AS A REFERRAL AGENT:

FEES:

\$100 Membership Fee/ \$50 after June 1st
\$25 State Transfer Fee
Total Amount: \$125/ \$75 after June 1st

FORMS NEEDED:

NJREC Referral Agent Application- Page 2 Only
New Member Information Form
Independent Contractor Agreement with Addendum A
Your current broker must terminate your license online

IF YOUR REFERRAL AGENT LICENSE IS CURRENTLY INACTIVE AND BEING HELD BY THE STATE:

Please Note: This fee schedule ONLY applies to renewed licenses.

FEES:

\$100 Membership Fee/ \$50 after June 1st
\$25 State Transfer Fee
Total Amount: \$125/ \$75 after June 1st

FORMS NEEDED:

NJREC Referral Agent Application- Page 2 Only
New Member Information Form
Independent Contractor Agreement with Addendum A
You must complete the NJREC's Online Renewal Questionnaire.

IF YOU ARE A NEW LICENSEE:

FEES:

\$100 Membership Fee/ \$50 after June 1st
\$160 State Application Fee
Total Amount: \$260/ \$210 after June 1st

FORMS NEEDED:

PSI / NJREC Completed Pass Notice
Completed Morpho Trak Fingerprint Form and Receipt
New Member Information Form
Independent Contractor Agreement with Addendum A

NOTE: *The state will hold an expired license for two years from the expiration date on the license. If you do not reinstate during this two-year time your license may no longer be valid, which will result in your having to take the licensing course and pass the state licensing exam again. If you live outside of the State of New Jersey, you also will need to complete and sign NJREC Individual Irrevocable Consent to Service of Process- Page 4. Additional documentation may also be required.*



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Last Name	First Name	M.I.
Address		Apt/Unit#
City	State	Zip Code
Home Phone	Cell Phone	
Email	Fax #	

Former Board/Association Affiliation: _____

Current Status of License: Active with another broker _____
Agency City/State

Inactive at the NJREC

I am a new licensee

Please instruct your current broker to terminate your license online in the New Jersey Real Estate Commission's online system so that Service One Referral Associates, LLC can have a new referral agent license issued in your name.

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 agent, you may receive such business payments from time to time and therefore we must have this information on file. Also, the New Jersey Real Estate Commission's online system requires your date of birth.

Date of Birth: _____ Social Security No: _____

I understand and agree to all the terms contained in the Service One Referral Associates, LLC Independent Contractor 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.

Signature: _____



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INDEPENDENT CONTRACTOR AGREEMENT FOR REFERRAL AGENTS

This AGREEMENT is made on _____(date) between the Referral Agent named below, hereinafter referred to as "RA", and the SERVICE ONE REFERRAL ASSOCIATES, LLC, a limited liability corporation of the State of New Jersey with its offices at 306 Kings Highway South, Cherry Hill, N.J. 08034, hereinafter referred to as "Broker", for and in consideration of the mutual promises and agreements for their mutual benefit.

WHEREAS, Broker is duly registered and licensed as a Real Estate Broker in the State of New Jersey, qualified to and currently operating a general real estate referral business and does enjoy the goodwill of and reputation for fair dealing with the public, and

WHEREAS, RA 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 **RA** to form an affiliation as hereinafter agreed to and under the terms and conditions hereinafter set forth,

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 **RA**. The **RA** shall pay **Broker** an annual fee of **\$100.00** as consideration hereunder.
2. The **RA** during the term of this Agreement 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 customer, i.e. names, phone numbers and/or addresses hereinafter referred to as "**Leads**". All **Leads** shall be communicated in writing from the **RA** to the **Broker**. Once a **Lead** has been referred to the **Broker**, the **RA** 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. **RA** will not discuss motivation or financial information with a potential **Lead** or take any other action that would create 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**, in its sole discretion, 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 **RA**. Thereafter, the **RA** will be advised of the identity of the Third-Party Broker to whom the **Lead** has been referred.
4. The **RA** 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 referral agents licensed in the State of New Jersey (including but not limited to any "No Call List" proscriptions, "No Fax List" proscriptions and the like), as well as the National Association of REALTORS® Code of Ethics, and act in other regards in accordance with the highest professional standards. The **RA** shall pay all applicable licensing fees to the State of New Jersey or any other authority as required by law in a timely manner to the **Broker**.
5. The **RA** 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 the property.



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6. The **RA** acknowledges and recognizes that a commission will only be paid by **Broker** to **RA** if a commission is paid to **Broker** arising out of a closing or lease involving a **Lead** provided by **RA**. For example, if **RA'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 **RA** will be paid a commission hereunder. **Broker's** decision to pursue a commission, whether through arbitration, litigation or otherwise shall be final, and binding on **RA**, and not subject to review, except as otherwise provided in this Agreement.
7. The **RA** 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 **RA** with the membership in any such Board or Listing Service, or similar trade group. If any such Board or Listing Service charges the **RA** with any fees, dues or costs, as a result of the performance by the **RA** hereunder, the **RA** shall be responsible to pay the same.
8. The **Broker** agrees to pay **RA** a commission of 80% of the 25% referral commission paid to the **Broker** less any expenses associated with collecting the commission from any transaction, which closes while **RA** has not terminated this Agreement. For example: Commission is \$1,000.00, \$800 shall be sent to **RA**, \$200 remains with the **Broker**. **Commission shall only be paid by Broker to RA if, as, and when commission is actually received from the Third-Party Broker and such commission paid to the RA will be based on the commission actually received by the Broker from the Third-Party Broker.** The **Broker** shall not be liable to the **RA** for any reductions to the commission agreed to by the Third-Party Broker at closing.

Broker shall distribute commissions earned by the **RA** not later than ten (10) days after the receipt by the **Broker** of the commission or as soon thereafter as such funds have cleared the **Broker's** bank. The **Broker** is not liable to the **RA** for commissions not collected and any commission to the **RA** on expenses associated with the collection of a commission.
9. The **RA** acknowledges that he/she is not an employee or a partner of **Broker**, but an independent contractor with no rights of 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 **RA** for any expenses incurred by the **RA**, or for any of his/her acts. The **RA** 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 **RA** recognizes that there are no mandatory referral quotas to meet or any mandatory sales meetings to attend, and that the **RA** 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 **RA** hereunder.
11. Any disputes between the **RA** and **Broker** pertaining to this Agreement shall be decided by arbitration conducted 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 for the **RA** as **RA** and **Broker** may agree upon in writing, and such decision shall be binding.
12. This Agreement may be terminated by either party at any time upon written notice given to the other party. Such termination, however, shall not preclude the **RA** 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 where the lease has not yet been signed as of the date of termination.



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13. Upon termination of the **RA's** relationship with the **Broker**, all **Leads**, prospects and/or referrals which the **RA** may have secured while performing under this Agreement shall remain the property of the **Broker** and no compensation shall be due to the **RA** for future business relating to the lead.

(For example, if the **RA** generates a Lead for the sale of a house and directs this **Lead** to the **Broker**, then the **RA** 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 **RA'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 **RA** on any resulting transaction.)

14. The **Broker** reserves the right to use, and the **RA** irrevocably consents to the **Broker** using, any information, files, data, or photographs of or in relation to the **RA's** relationship with the **Broker** notwithstanding the termination of this Agreement.

15. After termination of this Agreement, the **RA** 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 **RA** and **Broker**.

17. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

18. The **RA** agrees to abide by the rules promulgated by the New Jersey Real Estate Commission and all other applicable laws concerning referral agent's real estate brokerage-related activity limitations. See attached Addendum A, which is incorporated herein.

IN WITNESS THEREOF, the parties hereto intending to be legally bound have executed this Agreement, which shall be effective as of the date set forth above.

Date

Referral Agent Signature

Referral Agent Name (Print Clearly)

Date

Diane M. Streichert

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ADDENDUM A

RESTRICTIONS UPON BROKERAGE ACTIVITIES OF REFERRAL AGENTS

Pursuant to N.J.S.A. 45:15-3 of the New Jersey Real Estate Licensing Act, a referral agent is a natural person whose real estate brokerage-related activities are limited to referring prospects for the sale, purchase, exchange, leasing or rental of real estate to the broker through whom they are licensed. The New Jersey Real Estate Commission adopted the following regulation on referral agents that list the limitations upon brokerage activities of referral agents and specific examples of brokerage activity in which referral agents may not engage:

N.J.A.C. 11:5-6.10 Referral Agents

(a) A licensed referral agent'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 as a referral agent or, should that broker authorize the referral agent to do so, to another real estate licensee. In all cases where referrals are made pursuant to such an authorization, the referral agent shall provide written or electronic notice to his or her broker or to that broker's designee, who shall be a broker-salesperson or salesperson licensee, at the time the referral is made. In accordance with N.J.S.A. 45:15-16, all compensation payable to a referral agent for any referral shall be paid by the broker through whom the referral agent is licensed.

(b) A referral agent 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 referral agent and a real estate broker, broker-salesperson or a salesperson in this state.

(d) Referral agents 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 section, 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 referral agents 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 **RA** is acknowledging receipt of this Addendum and that he/she will be guided by these provisions with respect to the permissible and prohibited brokerage activities of referral agents.