Member Information Form

Please Print

Name: _____

Address: _____

City: _____State: _____ Zip Code: _____

Home Phone#: ( ) _____Work Phone#: ( )_____

Cell Phone#: ( )_____Email Address:_____

Employer: _____

License Status (please check one): ☐ Salesperson ☐ Broker ☐ New

Real Estate License Number: _____

Social Security Number: _____

Date of Birth: _____

How did you hear about LMA Realty? _____

REFERRAL ASSOCIATE MEMBERSHIP AGREEMENT

THIS AGREEMENT is made this _____day of _____ , 20___ , between

LMA Realty, LLC ("Company") and _____

WITNESSETH THAT:

WHEREAS, Company is a LLC organized under the laws of the State of Virginia and is authorized and licensed to engage in a general real estate brokerage business; and

WHEREAS, Referral Associate desires to be associated with Company as an independent contractor for the sole purpose of making referrals of prospective real estate clients and customers;

NOW THEREFORE:

In consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Referral Associate represents that he/she is duly licensed by the State of Virginia as a Real Estate Salesperson or Broker. Referral Associate is responsible for license renewals, fees, and complying with continuing education requirements.
2. Referral Associate shall use his/her best efforts to promote the Company and Referral Associate's referral business in order that both may derive the greatest profit.
3. Referral Associate understands that engaging in any real estate business other than the referral business set forth herein shall immediately terminate this Agreement. Referral Associate represents that he/she is not working and shall not work on a full or part time basis as a real estate salesperson or broker. Referral Associate represents that he/she does not and shall not list, sell, auction, or lease real estate on behalf of others, shall not conduct open houses, negotiate contracts, or engage in any other licensed activity as defined by the Virginia Real Estate License Board and its rules.
4. Referral Associate shall conduct his/her referral business so as not to diminish or impair the goodwill, reputation, business and profits of Company. Specifically, but not by way of limitation, Referral Associate shall not commit any act for which the Virginia Real Estate Board suspends or revokes a real estate sales license.

5. Company shall furnish Referral Associate with information and cooperation in connection with Referral Associate's referral business.

6. Company shall have no authority to control Referral Associate's referral business. This agreement does not establish an employment relationship between Referral Associate and Company. Referral Associate is not entitled to a salary, sick pay, or any other benefits from Company. Referral Associate is responsible for payment of all federal, state, and local taxes and FICA.

7. All commissions earned by Referral Associate are due and payable to Company. Referral Associate shall receive a proportionate share of a collected commission as set forth from time to time by Company in the Policy and Procedure Manual ("Manual") and Company shall receive the balance. Referral Associate shall not enter into special arrangements relating to payment or division of commission with any prospective client or customer. In no case shall Company and Referral Associate be liable to one another for any commission prior to its receipt. Company shall pay to Referral Associate his/her proportionate share of commission due pursuant to this Agreement as soon as practicable after collection.

8. Referral Associate's only source of compensation for services under this Agreement shall be commissions paid pursuant to paragraph 7. Referral Associate shall be liable for any and all expenses incurred in connection with his/her performance of his/her obligations hereunder, including without limitation, any expenses incurred in making referrals. Referral Associate shall not be entitled to reimbursement for such expenses.

9. Referral Associate acknowledges that he/she has reviewed, understands, and agrees to abide by the Manual. Referral Associate acknowledges: 1) that the Manual may be changed and updated from time to time, 2) that Referral Associate is bound by such changes and updates as they occur, and 3) that it is Referral Associate's responsibility to become informed of such changes and updates.

10. Referral Associate shall pay an annual membership fee to Company in the amount set by Company from time to time.

11. Either party may terminate this Agreement and the association it creates at any time upon notice to the other party. The rights of the parties to any commissions, which accrued prior to the date of such notice to terminate, shall survive termination of this Agreement. Any commissions due Referral Associate on transactions closed after termination by either party for any reason shall be subject to a processing fee as set forth in the Manual. Referral Associate shall not, after termination of this Agreement by either party, use to his/her advantage, or to the advantage of any competing person or entity, any information gained from his/her association with the Company and not generally known.

12. Referral Associate shall indemnify, save, defend and hold Company harmless from any and all loss, damage, cost, or expense, including reasonable attorneys' fees, incurred by Company, arising out of this Agreement, or in the collection of fees or commissions due to Company under the terms of this Agreement, providing Company is not at fault.

LMA Realty	**Referral Associate**
By: _____	_____

Date: _____