

# Select Referrals

of St. Louis

Office: 314-835-6003  
1650 Des Peres Road, Suite 205  
St. Louis, MO 63131

Thank you for your interest in our referral company! We will hold your active license and pay out \$\$\$ for your leads!

## QUICK CHECKLIST FOR WHAT MUST BE COMPLETED TO TRANSFER TO SELECT REFERRALS OF ST. LOUIS

- ✓ Application for License/Information Change Form
- ✓ Current Wall License (from previous Broker)
- ✓ Independent Contractor Agreement & Select Referrals form
- ✓ \$50.00 made payable to M.R.E.C.
- ✓ \$125.00 made payable to Select Referrals of St. Louis

### Here's what you need to do:

1. **Sign the Application for License/Information Change form and answer questions A&B.** Sign the application on the applicant line.
2. **Get your previous broker's signature and your current wall license.** Mail or hand-deliver to your previous broker for their signature and pick up your current wall license.
3. **\$50.00 to the M.R.E.C.** Attach a cashier's check, money order or personal check to the application for License/Info. Change form, made payable to the M.R.E.C. for the transfer fee.
4. **\$125.00 to Select Referrals of St. Louis for your Annual Participation Fee.** A cashier's check, money order or personal check made payable to Select Referrals of St. Louis. \*\* See policy manual for Annual Participation Fee and Bonus Program.
5. **Sign, Date, and Return:** The Independent Contractor Agreement & Personal Information sheet

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## PERSONAL INFORMATION

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Birthday: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Phone: \_\_\_\_\_ Personal Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Relationship: \_\_\_\_\_ Phone Number: \_\_\_\_\_

# *Select Referrals*

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of St. Louis

## **Policy Manual**

The purpose of this manual is to provide guidelines for being a Referral Associate with Select Referrals of St. Louis.

Select Referrals of St. Louis is a locally owned Missouri corporation organized for the purpose of providing real estate services to the public. Select Referrals of St. Louis specializes in referrals of buyers and sellers not only in the St. Louis area, but also nationwide and is able to refer and collect buyer/seller referral fees.

### **What is a Referral?**

A referral is a buyer, seller or a relocation client from a lead generated by a licensee associated with Select Referrals of St Louis. Referrals go through our system to a full-time, trained, professional agent associated with Berkshire Hathaway HomeServices Select Properties locally or to one of the relocation associates or independent brokers nationally.

### **Referral Associate:**

A Referral Associate is a salesperson or broker-salesperson licensed by the Missouri Real Estate Commission. These agents have placed their license with Select Referrals of St. Louis and have entered into an "Independent Contractor Agreement." They are called Referral Associates.

### **Duties and Responsibilities:**

Referral Associate activities shall consist of prospecting for future buyers and sellers of real estate. These clients and customers will then be turned over—using a referral form--as a lead to a Berkshire Hathaway HomeServices Select Properties office manager or an agent in the particular area of that customer's needs.

### **Limitations:**

A Referral Associate may not act in any manner as an active agent. Referral Associates may not show property, hold open houses, take listings or promote themselves as Berkshire Hathaway HomeServices Select Properties agents. The Referral Associate may not join a board of realtors or have access to MLS.

### **Placement of a Referral Lead:**

A seller or buyer should be placed with the office that can best service the lead. You may call the administrator of Select Referrals of St. Louis, or call a manager with the Berkshire Hathaway HomeServices Select Properties office closest to the clients' needs; the Referral Associate may also request a particular sales associate.

### **Referral Commission:**

Referral fees received by Select Referrals of St. Louis shall be not less than 20% of the referred listing or selling leg of the commission. Commissions will be split 50/50 between Select Referrals of St. Louis and the Referral Associate.

### **Participation Fee:**

There is an annual participation fee of \$125. This fee will be due January 31st of each year. A late fee of \$25 will be assessed January 31st. If an agent joins Select Referrals of St. Louis after October 1, his or her fee will be applied to the following year. If the referral associate has two closed referral transactions in one year, there will be no participation charge of \$125.00 the following year.

**Bonus Program:**

Select Referrals of St. Louis will pay an associate additional total compensation in the form of a \$100 bonus if the agent closes two referrals in a year. The bonus is paid out after the close of the year the referrals are made. The bonus, however, cannot exceed 50% of the agent's referral compensation. For example, if an associate's referral commission is \$150, the bonus will be \$75. If an associate's referral commission is \$300 the bonus will be \$100.

**If an Agent Leaves Select Referrals of St. Louis:**

To be paid a commission as a Referral Associate with Select Referrals of St. Louis, the agent must be licensed with Select Referrals of St. Louis at the time the sales contract is written and accepted.

**License Fees:**

All referral associates shall be responsible for all their own expenses including but not limited to the following:

**Newly licensed:**

Upon passing the Missouri salesperson examination and completing the 24-hour Missouri Real Estate Practice Course  
Total Amount Made payable to the MREC .....\$90.00

**License Renewal:**

Renewal fee every two even-numbered years  
License renewal is required on each even-numbered year.  
Salesperson..... \$40.00  
Broker Salesperson..... \$50.00  
Made payable to the MREC

**Transfer fee:**

Salesperson or Broker Salesperson ..... \$50.00  
Made payable to the MREC

**Continuing Education:**

The referral associate is responsible for the cost of his/her continuing education courses, as well as maintaining and providing copies of all certificates.

**Address Change:**

It is your responsibility to contact the MREC, as per the rules and regulations of the MREC, "within 10 days following a change in name or home address, each licensee shall notify in writing." For address or personal information change, mail changes, using an application/change form to

MREC  
P.O. Box 1339  
Jefferson City, MO 65102  
573-751-2628

Select Referrals of St. Louis  
1650 Des Peres Road Suite  
St. Louis, MO 63131  
314-835-6003

**SELECT REFERRALS OF ST. LOUIS, LLC  
INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Select Referrals of St. Louis, LLC**, a Missouri Corporation, “Broker”, and \_\_\_\_\_ “Referral Agent”.

WHEREAS, the Broker is a Real Estate Broker duly licensed under the laws of the State of Missouri, and is licensed to and operates a general real estate referral business; and

WHEREAS, Referral Agent is a licensed Missouri Real Estate Agent; and

WHEREAS, the parties wish to form an independent contractor business relationship for their mutual and respective business interests.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, the parties agree as follows:

1. The Referral Agent agrees to act as and the Broker agrees to accept the Referral Agent as a reference source or leads of persons, companies, corporations, or other entities which show interest in or have the capability of purchasing, selling, or leasing real estate. Referral Agent understands that he or she shall not list or sell any property or be engaged in any other activity normally associated with the listing or selling of real estate. Referral Agent shall act solely as a source of referrals to Broker.

2. The Referral Agent hereby agrees to refer to the Broker all information regarding potential listings, leases, lessors, purchases or purchasers of real estate. Subsequent to the referral of each “lead” to the Broker, the Referral Agent shall have no further duties or obligations with respect thereto. The Referral Agent agrees to refrain from interfering with the activities by other Brokers or salespersons following up on such leads. Upon the request of the Referral Agent, Broker may from time to time furnish the Referral Agent with such information and advice, that the Broker deems to be appropriate for their mutual benefit.

3. The Broker shall refer all “leads” to another Broker servicing the market area of the “lead”, and to be known as the “Third Party Broker”. The Referral Agent shall be advised of the identity of the Third-Party Broker to which the “lead” has been referred. The Referral Agent is aware that the Broker has been organized to provide a real estate referral service and the Broker shall not actively participate in the sale, purchase or leasing of property. In the event that the Client chooses to do business with an agent or Broker other than the Third-Party Broker selected, no referral commission shall be payable to Referral Agent.

4. The Referral Agent’s compensation hereunder shall be a portion of the brokerage fee earned on each transaction, as set forth in the policy manual of the Broker in effect at the time the referral is initiated. Broker shall pay compensation due the Referral Agent within ten working days of the receipt of the brokerage fee by the Broker. The Broker is not liable to the Referral Agent for

commissions not collected, and any expenses associated with the collection of a commission shall be shared by the parties in direct proportion to the participation.

5. Broker and Referral Agent agree to conduct all of their business so as to conform to and abide by all laws, rules, regulations, and codes of ethics applicable to Real Estate Brokers, Agents, and Salespersons within the State of Missouri, and the policy manual of Broker, and such other rules as Broker may from time to time establish.

6. The parties agree that there shall be no mandatory quotas for Referral Agent to meet as to number of leads or commission amount generated thereby, or any mandatory sales meetings for Referral Agent to attend. Nothing in this paragraph shall prevent the Broker from conducting periodic sales meetings to which the Referral Agent is invited to attend, or prevent the Broker from communicating advice, ideas and other news via mail or telephone to the Referral Agent on a periodic basis.

7. The parties agree that all times Referral Agent shall be an independent contractor. The Referral Agent acknowledges that he or she shall not be an employee of the Broker under this agreement and shall be responsible for all of his or her state, federal, and local taxes, and it shall be Referral Broker's responsibility to purchase a license, to pay trade association dues, and to pay all other expenses incurred by Referral Agent in connection with the referrals made hereunder.

8. Either party may terminate this agreement at any time by written notice given to the other. The Referral Agent shall be entitled to any commissions earned or referrals under contract, but not closed as of the time of such termination.

9. Upon termination, all prospects and referrals secured by Referral Agent during his or her association with the Broker shall remain the property of Broker and no compensation shall be due the Referral Agent therefore. Broker may use all information, data, photographs, or other documentation with respect to such prospects and referrals, notwithstanding the termination of the relationship of the parties.

IN WITNESS WHEREOF, the parties have hereunder set their hand and seals on the day and year first above-mentioned.

\_\_\_\_\_  
Select Referrals of St. Louis Broker Signature

\_\_\_\_\_  
Referral Agent