

Referral Fee Network Agreement

3865 Seneca Street - West Seneca NY 14224 - Phone (716) 675-1500 Fax (716) 675-4540 – www.rjgullo.com



THIS AGREEMENT, (hereinafter “**Agreement**”) made and entered into this _____ day of _____, 200____ by and between _____ (hereinafter “**Referral Fee Member**”) and **R. J. GULLO & CO., INC.**, with its Corporate Headquarters located at **3865 Seneca Street - West Seneca NY 14224** (hereinafter “**Qualified Intermediary**”).

WHEREAS, the Referral Fee Member and the Qualified Intermediary wish to enter into this Agreement in order to define their respective rights, duties, and obligations.

NOW THEREFORE, in consideration of the terms, covenants, conditions and mutual promises contained herein, and other goods and valuable consideration, it is hereby stipulated and agreed as follows:

1. The Referral Fee Member is engaged as an independent contractor with the Qualified Intermediary and shall be treated as such for all purposes, including but not limited to Federal and State taxation, withholding, unemployment insurance and workers' compensation; and
2. This Agreement does **not** establish an agent/principal nor master/servant relationship between the Qualified Intermediary and Referral Fee Member and the Referral Fee Member shall not have the power or authority to execute any legal documents for or on behalf of Qualified Intermediary nor do any thing to legally obligate the Qualified Intermediary in any manner; and
3. The services provided by the Referral Fee Member shall include but are not limited to the following; providing the name and phone number of their client who would like to have performed a Deferred Exchange. In the event the Referral Fee Member's client uses **R. J. GULLO & CO., INC.'S, “Qualified Intermediary Services”**, the Referral Fee Member will be entitled to receive a total of **10%** of the total Qualified Intermediary Fee, if their client performs a Deferred Exchange. The Referral Fee Member will only be entitled to a Referral Fee, for that Service that was provided by **R. J. GULLO & CO., INC.**, that was referred by the Referral Fee Member. The above mentioned Referral Fees will **only** be paid to the **one** individual who registers that particular client first. If **R. J. GULLO & CO., INC.** is already working with a particular client and that client was not registered, then the Referral Fee Member will **not** be entitled to **any** Referral Fees; and
4. All fees will be due and payable at the successful closing of the Replacement Property. The Referral Fee Member shall not receive any compensation or fee relative to the number of hours worked and shall not be treated as an employee with respect to such services for Federal and State Tax purposes; and
5. The Referral Fee Member shall be permitted to work any hours s/he chooses; and
6. The Referral Fee Member shall be permitted to work out of his/her own home or their own office; and
7. The Referral Fee Member shall be free to engage in outside employment; and
8. The Referral Fee Member shall bear his/her own expenses, and including but not limited to automobile, travel and entertainment expenses, business cards; and
9. This Agreement and the association created hereby may be terminated by either party hereto at any time upon notice given to the other; and
10. **BY SIGNING BELOW THE UNDERSIGNED STIPULATE AND AGREE THAT THEY HAVE COMPLETELY READ THIS AGREEMENT, THAT THE TERMS HEREOF ARE FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED BY THEM AND THAT THIS AGREEMENT IS NOT SIGNED UNDER DURESS.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

NAME OF COMPANY OR FIRM _____

REFERRAL FEE MEMBER NAME _____

MAILING ADDRESS _____ CITY _____ STATE _____ ZIP _____

SOCIAL SECURITY NUMBER _____ - _____ - _____ or FEDERAL I.D. NUMBER _____

PHONE NUMBER (_____) _____ - _____ FAX NUMBER (_____) _____ - _____

E-MAIL ADDRESS _____ @ _____

What is Your Profession? Real Estate Agent/Broker Attorney Accountant/CPA

Referral Fee Member Signature X _____

Russell J. Gullo, President Signature X _____