



DOCUMENT CHECK LIST

AGENT NAME: _____

- W9
- Copy of License from www.PulsePortal.com
- Agent Contract
- Contact Info

Phone: _____

Email: _____

Home Address: _____

Date of Birth: _____

- Credit Card for Commerce Department License Transfer Charge and/or License Renewal Charge
(charge will be from Commerce Department)

Credit Card #: _____

Exp Date: _____

CCV: _____

Billing Address: _____

- Same as Home Address above

Social Security Number: _____

(Only needed if EIN is provided on W9 instead of SSN, needed for Commerce Department transfer of license)



LICENSE CARE TAKER

Home Time Inc. DBA: **LICENSE CARE TAKER** INDEPENDENT REFERRAL CONTRACTOR'S AGREEMENT

AGREEMENT made and entered into this _____ day of _____, 20_____
(Effective Date) by and between Home Time Inc., hereafter referred to the DBA: **LICENSE CARE**
TAKER, hereafter referred to as the "COMPANY" whose office is located at 16154 Main Ave.
#110d Prior Lake MN 55372 and _____, hereafter referred to as
"CONTRACTOR".

WHEREAS, COMPANY, operating a real estate brokerage business in the State of Minnesota, at the above address, and the CONTRACTOR has been issued, or has applied for, a real estate (Salesperson, Broker) license issued by the State of Minnesota and is desirous of availing themselves of the services, facilities, programs and opportunities offered by COMPANY.

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements herein contained, it is agreed as follows:

- 1) TERM: This agreement shall have an initial term of one (1) year from the effective date and shall automatically renew for successive one (1) year periods starting on effective start date, unless either party gives notice to the other party of their intention not to renew at least thirty (30) days prior to the termination of any period. CONTRACTOR authorizes COMPANY to automatically charge credit card annually unless renewal cancellation is received thirty (30) days prior to termination period. Upon each such renewal, CONTRACTOR shall execute the then current form of the Independent Referral CONTRACTOR's Agreement (if COMPANY so requests) and shall make timely payment of agreed upon fees.
- 2) INDEPENDENT CONTRACTOR: CONTRACTOR shall be deemed to be an Independent CONTRACTOR. CONTRACTOR shall not be required to keep definite office hours, attend sales meetings or training sessions, adhere to sales quotas or participate in floor time. CONTRACTOR shall not have mandatory duties except those specifically set out in this Agreement. Nothing contained in this paragraph shall be regarded as creating any relationship (employee, employer, joint venture, partner, shareholder) between the parties other than as set forth herein. For Federal tax, State tax, or any other purpose, the CONTRACTOR shall not be treated as employee with respect to the services provided hereunder.
- 3) CONTRACTOR(S) RESPONSIBILITIES:



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- A. CONTRACTOR agrees that they maintain their real estate license for the sole purpose of referring customers and that any commissions received are strictly referral based. CONTRACTOR is not allowed to market, sell, list, perform rental services, or give any type of real estate advice or assistance to any person or entity.
- B. CONTRACTOR will not belong to any MLS or REALTOR board.
- C. CONTRACTOR must submit a signed referral form to COMPANY administrative staff for each referral submitted to COMPANY, all referrals shall be referred to the COMPANY and not to other brokerages.
- D. CONTRACTOR may choose which MLS agent at COMPANY to which their referral contacts may be assigned. If no choice is made, the sales manager/broker will assign the referral contact at their discretion.
- E. CONTRACTOR must notify License Care Taker prior to any license transfer to another broker or termination of license.

4) FINANCIAL OBLIGATIONS: CONTRACTOR shall pay the following amounts to COMPANY during the term of this Agreement and any renewal thereof:

- A. **CONTRACTOR will pay an annual Independent Referral CONTRACTOR Agreement Fee of \$250 via Credit Card/PayPal.** This fee covers the expense of holding and maintaining CONTRACTOR's real estate license in a Licensed For Referral Only (LFRO) Company in compliance with the legal contract between COMPANY and the Regional Multiple Listing Service (RMLS).
- B. CONTRACTOR is responsible for bi-annual state licensing fee. Fee must be paid and educational requirements met before license will be renewed.
- C. CE & Current License Status: If CONTRACTOR license is InActive at the Commerce Department at the time of application an additional \$200 charge will apply for the additional time and processing required to bring CONTRACTOR'S license to Active status.
- D. Commission split between CONTRACTOR and brokerage will be as follows:
 - a. All referral commissions will be subject to an 80/20 commission split. CONTRACTOR will receive 80% of referral commission and COMPANY will retain 20% of the referral commission. All splits are based on commission actually received at the COMPANY.
 - b. All referral customers must be warm leads with the intent to buy or sell real estate. The referral customer will be valid for a period of 18 months from the time of referral.

5) **NONPAYMENT REMEDIES:** If CONTRACTOR does not pay all of their financial obligations imposed by the terms of this agreement, on date of presentation by COMPANY statement, as set forth in Section 4 above, COMPANY may deduct any part of all of such past due fees, late charges, and expenses from commissions payable to CONTRACTOR. If



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there are not sufficient commissions available to offset amount due COMPANY the CONTRACTOR shall be assessed a late payment charge not to exceed One Hundred Fifty Dollars (\$150.00) as a result of nonpayment. If any portion of fees shall remain unpaid seven (7) days after receipt by CONTRACTOR of pertinent statement, COMPANY may terminate this Agreement without notice and CONTRACTOR shall thereupon cease all activities with respect to CONTRACTOR's license. CONTRACTOR shall be responsible for and hereby promises to pay and all costs, including court costs, litigation expenses, and reasonable attorney's fees, incurred by COMPANY in the collection, or the attempt to collect, amounts due and owing under the terms of this Agreement.

- 6) **LIABILITY AND INDEMNIFICATION:** COMPANY shall not be liable to CONTRACTOR for any expenses incurred by CONTRACTOR, nor shall CONTRACTOR have authority to bind COMPANY by any promise or representation, unless specifically authorized in advance and in writing to do so. CONTRACTOR shall indemnify and hold harmless COMPANY from all fines, levies, suits, proceedings, claims, actions or cause of action of any kind and of whatever nature, including but not limited to all costs, court costs, litigation expenses, and reasonable attorney's fees arising from, growing out of, in connection with or incidental to CONTRACTOR's activities and operation of a real estate business. Maintenance of any insurance required by this Agreement shall not relieve CONTRACTOR liability under this section. CONTRACTOR's obligations under this section shall survive the termination of this Agreement.

- 7) **TERMINATION:**

- A. Termination by COMPANY with CAUSE. If CONTRACTOR fails to conduct their business in accordance with the terms of this agreement, COMPANY may terminate this Agreement immediately and without further notice.
- B. Termination by Either Party Without Cause. Either party, without cause, may terminate this Agreement at any time by giving written notice to the other of their or its intention to do so whereupon this Agreement shall terminate effective at the end of the second calendar month following the date of delivery of notice. (By way of illustration, if the notice of termination were delivered on May 15th, this Agreement would terminate on July 31st). If either party gives notice of termination pursuant to this paragraph, CONTRACTOR may elect to terminate this Agreement prior to the effective date by paying to COMPANY an amount equal to two times the amount payable pursuant to Section 4A hereof plus any other unpaid expenses accrued prior to the date of termination.
- C. In the event CONTRACTOR is indebted to COMPANY when this Agreement is terminated, then initial such debt has been repaid, the amount outstanding from time to time shall bear interest at the rate of one and one-half per month of the highest legally allowable rate calculated and payable monthly.



- 8) **DISPUTED TRANSACTION:** If a transaction should involve COMPANY in a possible legal action or dispute, or if the commission payable with respect to a transaction appears in the option of COMPANY to be in jeopardy, COMPANY reserves the right to withhold payment of the commission payable in respect of such transaction until the dispute is resolved.
- 9) **COLLECTION COMMISSIONS:** In all cases, commissions will become due and payable to CONTRACTOR by COMPANY only when they are collected in full by COMPANY. If a commission is not collected by COMPANY, COMPANY, is not liable to CONTRACTOR for payment of CONTRACTOR's portion of such commission, CONTRACTOR acknowledging that the collection of commissions is as much the responsibility of CONTRACTOR as of COMPANY.
- 10) **RESTRICTION ON SUBSEQUENT BUSINESS ACTIVITY:**
 - A. CONTRACTOR shall not, after termination or expiration of this Agreement, for any reason use or permit, suffer or tolerate the use of, to their own advantage or the advantage of any other person or entity, and confidential information or trade names, trademarks, and/or trade secret of COMPANY.
 - B. If COMPANY is required to employ an attorney to enforce any of the covenants of Section 10, or to institute legal proceedings incident to such enforcement, CONTRACTOR expressly covenant and agrees to pay, in addition to all other sums to which CONTRACTOR may be found liable, reasonable attorney's fees, court costs, and litigation expenses incurred by COMPANY.
- 11) **ARBITRATION:** CONTRACTOR shall cooperate and adhere to the policy or practice of COMPANY pertaining the resolution of dispute hereunder, or business disputes with third parties, by use of mediation and/or other alternatives dispute resolution and, if any such dispute cannot be resolved, it shall be submitted to binding arbitration through the American Arbitration Association and in accordance with its Commercial Arbitration Rules. The award of the arbitrator shall include all fees, costs and disbursements (including reasonable attorney's fees) to the prevailing party, and CONTRACTOR covenants and agrees to bind thereby.
- 12) **MISCELLANEOUS PROVISIONS:**
 - A. All payments and communications which may be or are required to be given by CONTRACTOR or COMPANY to the other of them, shall (in the absence of any



specific provision to the contrary) be in writing and delivered to CONTRACTOR or COMPANY at the principal address of COMPANY (provided in the case of CONTRACTOR, may instead if it deems it appropriate deliver or mail the same by prepaid first class mail to the last home address of such CONTRACTOR appearing in the records of COMPANY). Any payment or communication so delivered shall be conclusively deemed to have been received at the time of delivery or mailing, as the case may be.

- B. If CONTRACTOR in the future terminates license, or transfers license, it is CONTRACTORS responsibility to cancel any future PayPal payment/plans, no refunds will be processed.
- C. This Agreement constitutes the entire Agreement between COMPANY and CONTRACTOR relative to the retention of the services of CONTRACTOR by COMPANY and supersedes all understanding prior agreements in that regard. It may not be changed orally but only by an agreement in writing.
- D. No waiver of any breach of any condition herein shall constitute a waiver of any subsequent breach.
- E. This Agreement shall be governed and construed in accordance with the laws of the state containing the COMPANY office first listed above.
- F. If any provision of this Agreement or the application thereof to any person or circumstance shall, to the extent, be invalid or unenforceable, the remainder of this Agreement, or application of such provision or part thereof to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law and be independent of every other provision of this Agreement.
- G. No Remedy herein conferred upon or reserved to CONTRACTOR or to COMPANY shall exclude any other remedy herein or existing at law or in equity or by statute, but shall be cumulative and in addition to every other remedy give herein or now or hereafter existing.

- 13) **TAXES:** As an Independent CONTRACTOR (non-employee) affiliated with COMPANY, CONTRACTOR is responsible for the payment of their own federal income taxes and their own self-employment taxes (FICA) together with any and all corresponding state, county and local taxes, if any, CONTRACTOR hereby agrees to meet such responsibilities. CONTRACTOR hereby acknowledges that they have been advised by COMPANY any claim they have or may have against COMPANY now or in the future respecting such taxes or the right of COMPANY not to withhold pay or contribute to such taxes on behalf of CONTRACTOR.



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14) **PAYMENTS:** CONTRACTOR agrees to provide a valid Credit Card to COMPANY with supporting information such as expiration date and security code. CONTRACTOR agrees to COMPANY keeping Credit Card information on file for future automatic renewals subject to either party giving notice to the other party of its intention not to renew at least (30) days prior to the termination of any period.

15) **ACKNOWLEDGEMENT:** CONTRACTOR acknowledges having read and understood the foregoing prior to signing it and acknowledges being in receipt of a fully executed copy of this agreement.

IN WITNESS WHEREOF, the parties hereto, after reading this entire Agreement, have executed this Agreement the day and year first written above, in duplicate originals. Parties hereto agree that electronic signatures are accepted and valid.

License Care Taker LLC

CONTRACTOR

Brian Burkart, Director

Written:

16154 Main Ave #110D

Street Address

Prior Lake MN 55372

City, State, Zip

Street Address

City, State, Zip

Brian@LicenseCareTaker.com

Email: _____

612-889-3794

Phone: _____

License #: _____

License Expiration: _____

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.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.						
2 Business name/disregarded entity name, if different from above						
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.						
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ►						
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.

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

Social security number						
[]	-	[]	-	[]	[]	[]
or						
Employer identification number						
[]	-	[]	[]	[]	[]	[]

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 ►
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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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.