



503 East Gurley Street
Prescott, AZ 86301

WHAT IS ERN, LLC?

ERN, LLC is an established licensed Real Estate Brokerage in the State of Arizona with duly licensed Arizona Real Estate Sales Persons and Associate Brokers hanging their licenses here. But that's where the "normal-and-usual" ends!

ERN is especially designed for Real Estate Licensees who, for whatever reasons, do not want to aggressively pursue career-level real estate activities on a full-time or even part-time basis.

The licensee's association with ERN offers them the opportunity to earn referral commissions as a result of referring clients who have real estate needs through ERN to other licensees who actively do pursue full or part time real estate activities.

There is no selling, listing, showing, contract writing, escrow work or buyer/seller follow-up required on the part of an ERN Associate. Nor does the ERN Associate have the usual association dues, boards of Realtors®, MLS fees, signs or lockboxes to buy, open houses to hold or any of the other usual investments and expenses of real estate.

At ERN, there is simply the referring of potential buyers or sellers and the cashing of commission checks from those successful closings. Pretty Nifty, huh?



503 E. Gurley Street
Prescott, AZ 86301

INDEPENDENT CONTRACTOR CHECKLIST

- 1. THE BENEFITS OF BEING AN ERN ASSOCIATE-**
Eighteen really good reasons why becoming an ERA Associate makes solid Professional and Financial Sense. Read and keep for your records.
- 2. INDEPENDENT CONTRACTOR AGREEMENT and AFFIDAVIT -**
Read and sign both forms (on pages #4 and #5) and return them to **ERN,LLC**. Countersigned copies will be forwarded to you. The **ANNUAL FEE** for becoming and remaining an **ERN Associate** is \$100.00 as specified in clause #2 of the agreement. Please attach a check in the amount of \$100.00 made payable to **ERN, LLC** and return it with the above completed forms when you return them to **ERN,LLC**.
- 3. POLICIES AND PROCEDURES MANUAL –**
Read and keep for your records. The last two pages are duplicates of each other but are numbered separately as page #3 and page #4. Sign and date the last page (page #4) in acknowledgement of your receipt and review of this manual and return that page (page #4 **ONLY**) to **ERN,LLC**.
- 4. REAL ESTATE DEPARTMENT FORM LI-202 and INSTRUCTIONS-**
Complete and sign the upper-more, left-hand portion of the LI-202, Salesperson/Associate Broker Change Form. **We will complete the New Employer Information Section**. Attach a check in the amount of \$20.00 made payable to the Arizona Department of Real Estate. Return the completed LI-202 form and the \$20.00 check to the **ERN,LLC**.

5. ERN ASSOCIATE / CLIENT REFERRAL FORM-

This is the form you will use to formally refer each specific client(s) through **ERN,LLC** to another agent for service after you have contacted your client(s) and secured their approval for same. Fill in your personal particulars in the top third of the form and your client(s) particulars in the middle third. **ERN,LLC** will forward the form to the broker and agent receiving the referral for their signatures and acceptance of the agreement. A copy of each signed and accepted referral form will then be forwarded to you. Keep this blank form as your original and make copies as necessary.

6. ERN ASSOCIATE / AGENT INTEREST FORM-

You should also keep this blank form as an original and make copies of it as necessary as well. This is a form with which you can either inform **ERN, LLC** of other agents who are interested in becoming **ERN, LLC** associates -or- of other full or part-time agents who might wish to receive referrals from yourself or other **ERN, LLC** associates. Either way, just fill in the particulars and send the form to us here at **ERN, LLC**. We'll take it from there, make the contacts and keep you informed of the progress.

Our mailing address is:

ERN, LLC
503 East Gurley Street
Prescott, Arizona 86301
ATTN: John Poggendorf, Designated Broker

If you have any questions, please contact John Poggendorf, Designated Broker of **ERN, LLC**, at (928) 777-8838.



503 East Gurley Street
Prescott, AZ 86301

BENEFITS OF BEING AN ERN ASSOCIATE

- (1) ONLY \$100 A YEAR Associate Fee.**
- (2) No MLS Membership Fees or Dues Required.**
- (3) No E&O Insurance Fees, Worries or Liabilities.**
- (4) No Lockboxes or Signs to Buy, Maintain, Repair or Post.**
- (5) No Monthly Franchise Fees, Management Fees or Office Fees.**
- (6) No High Vehicle Wear-and-Tear or Fuel Costs to incur.**
- (7) No Monthly Advertising Fees or Marketing Costs.**
- (8) No Web Sites to Fund and Maintain.**
- (9) No Photographs or Virtual Tours to Take, Generate or Upload.**
- (10) No Endless Escrow Needs or last-minute Closing Headaches.**
- (11) No Chasing Signatures and Approvals from Buyers and Sellers.**
- (12) No Deadlines.**
- (13) No Late Night or Weekend Panic Phone Calls.**
- (14) Four Prescott & Sedona Offices Available to you for Conferences.**
- (15) Multiple Computerized Work Stations Available as Necessary.**
- (16) Informative Quarterly Company Meetings....complete with ADRE-Approved Continuing Education (CE) Classes.**
- (17) Immediately Available Broker Advice and Assistance.**
- (18) Real Estate License Remains Active with the AZ. Dept. of Real Estate (ADRE); Return to Full or Part-Time Real Estate as desired!**



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INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into this _____ day of _____, 200__, at _____, Arizona under and pursuant to the Laws of the State of Arizona between ERN, LLC, an Arizona LLC, doing business as ERN Associates, (hereinafter referred to as the “Company”) and _____ (hereinafter referred to as the “Independent Contractor”).

WITNESSETH:

WHEREAS, the Company is an established licensed real estate brokerage in the State of Arizona;
WHEREAS, the Independent Contractor is a duly licensed real estate sales person or broker in the State of Arizona;
WHEREAS, the Independent Contractor wishes to engage in the business of procuring prospects for real estate purchases and sales to then refer to licensed brokers actively engaged in the business of listing and selling real estate;
NOW THEREFORE, in consideration of the foregoing recitals, other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants and agreements herein set forth, the parties do hereby covenant and agree as follows:

1. TERM, OPTION AND TERMINATION.

- a) The term of this agreement shall be for a period of one (1) year from the date hereof, provided however, this agreement may be extended, at the option of the Independent Contractor, for like periods of time upon written notice to the Company thirty (30) days prior to the expiration of the term or any extension, and further provided that during the term or any extension of the agreement it shall be deemed earlier terminated (i) upon the occurrence of the expiration, suspension, revocation or termination of the Independent Contractor’s real estate license for any cause or reason whatsoever, (ii) upon the voluntary or involuntary dissolution of the Company (iii) upon notice from either party hereto to the other party of its intent to terminate this agreement with or without cause.
- b) Upon expiration or termination of this agreement, for any cause, Independent Contractor agrees to return to Company all sales materials or similar items which bear the name or inscription, in any manner whatsoever, of the Company and that the Company shall be deemed released from all claims for commissions not yet earned under the law by the Independent Contractor.

2. PAYMENT OF MONIES.

a) The Independent Contractor agrees to pay the Company a non-refundable sum of One Hundred Dollars (\$ 100.00) upon the execution of this agreement, and each annual extension, as a fixed management fee.

3. COVENANTS OF THE COMPANY.

a) To pay to the Independent Contractor when collected by the Company, 100% received on the referred side of the transaction, as a result of the Independent Contractor's conduct as a referral associate, less a Referral Transaction Fee of Three Hundred dollars (\$ 300.00). The Company shall have the right to deduct from the payment of said commission monies any indebtedness owing the Company by the Independent Contractor and neither party hereto shall be liable to the other for any commission not collected.

4. COVENANTS OF THE INDEPENDENT CONTRACTOR.

- a) To conduct their business as an independent licensed real estate salesperson with the Company, pursuant to the requirements applicable to the Independent Contractor's and Company's real estate licenses, and to assume and retain full responsibility to conform and abide by the laws, rules and regulations and code of ethics that are binding or applicable to real estate salespeople and brokers in the real estate office where licensed.
- b) To maintain their real estate license in good standing.
- c) To indemnify and hold harmless the Company from and against and in respect of any and all liabilities, obligations, assessments, suits, actions, proceedings, claims or demands asserted against the Independent Contractor and or the Company, or any judgments, damages, losses, including reasonable attorney's fees, incurred by the Company as a result of the Independent Contractor's conduct and/or negligence as a real estate agent or breach of or default in any provision of this agreement, including, without limitation, any costs, expenses, and fees incurred by the Company in enforcing any provision of this agreement.
- d) That the Independent Contractor has no right, title or interest of any nature whatsoever, in any system, procedure, mark, name or other matter relating to the Company's or Company's licensed business, and further, that they will not directly or indirectly contest the validity of any right, title, interest, patent, copyright, trade name, trademark or service mark, or any application thereof.
- e) Not to use, disclose or furnish, directly or indirectly, to any person, firm, company or corporation engaged in the real estate business, any confidential information or property rights of the Company or the Company's licensor and further, that the service marks of "ERN, LLC" and "ERN Referral Network" are the property rights of the Company.
- f) That the hereinabove covenants on the part of the Independent Contractor shall be construed as agreements independent of any other provisions hereunder, and the existence of any claim or cause of action of the Independent Contractor against the Company or the Company's Licensor, whether predicated on this agreement or otherwise, shall not constitute a defense to the enforcement of said covenants.
- g) To abide by the policies set forth in the Company's Policy and Procedure Manual.
- h) To acknowledge the Company's commitment and support for all state and federal fair housing, antitrust and agency laws and to conduct real estate business practices accordingly.
- i) To act solely as a Referral Associate and not engage in any other real estate activity for which a license is required with any other individual or entity.
- j) To strictly limit activities to the referring of the names of prospective buyers, sellers, or other referrals directly to fully qualified and currently licensed real estate professionals. ERN, LLC associates operate on a "referral only" basis and do not show, list, sell, represent, sit open houses or directly participate in the listing or sale of property. This includes properties in which they have personal real or equitable interest. Therefore, in order to insure their clients and customers receive the best professional real estate advice, service and guidance, it is strongly recommended that referrals be placed with Realty Executives®. Ultimately, the choice of the agent and brokerage with which the referral is placed is the prerogative and responsibility of the ERN, LLC associate, but the selection of a Realty Executives® associate is encouraged.
- k) To agree not to list any real estate for sale, exchange, or lease, or represent any prospective sellers or buyers in their real estate transactions.

5. AUTHORITY OF THE INDEPENDENT CONTRACTOR.

The relationship created hereby between the parties hereto, is that of an Independent Contractor and shall not be construed and deemed to be that of employer-employee, joint-venture, or partners. The Independent Contractor is not authorized to act as an agent of the Company, for or on behalf of the Company, in any manner whatsoever, and further, the Independent Contractor shall not in any manner advertise, represent or hold themselves out as so acting, or as being authorized to so act, or incur any liabilities or obligations on behalf on or in the name of the Company.

6. NOTICE.

Any notice required to be given under the provisions of this agreement shall be given in writing by certified or registered mail enclosing such notice in a postage envelope to the address set forth under the respective signatures herein below, or such other address as either party hereto shall designate by such notice.

7. WAIVER.

Waiver of, or failure to strictly enforce, by the parties hereto any provisions of this agreement or any default hereunder shall not constitute or operate as a waiver of such parties' rights to demand strict performance of this or any other provision hereof or any other default hereunder.

8. ASSIGNMENT.

This agreement may not be assigned in whole or in part by the Independent Contractor, except at the Company's prior written consent, but may be assigned by the Company to any successor to its business in whole or in part.

9. AGREEMENTS AND AMENDMENTS.

This agreement embodies the entire agreement between the parties hereto with relation to the subject matter hereof, and supersedes any previous agreement or understanding, whether verbal or otherwise, with relation hereto. This agreement may not be amended, changed revised, or altered except by any instrument in writing signed by all the parties hereto.

10. LEGAL CONSTRUCTION.

It is agreed and understood that this agreement shall be governed by and construed in accordance with the statutes, laws and decisions effective within the State of Arizona. Should any portion or provision of this agreement be deemed invalid or void at law, this agreement shall be construed as though such portion or provision had not been inserted herein, and the remainder of this agreement shall remain in full force and effect.

11. BINDING EFFECT.

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representative, assigns and successors in interest and shall be enforceable with law or equity by specific performance, injunction or otherwise.

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

COMPANY:

ERN, LLC An Arizona LLC

By: _____
(Designated Broker)

Address:
503 East Gurley Street
Prescott, Arizona 86301

INDEPENDENT CONTRACTOR:

(Print Name)

By: _____
(Signature)

Address:

Phone: _____

E-Mail: _____

Soc. Sec. #: _____

Date of Birth: ____/____/____
(mm) / (dd) / (yyyy)



503 E. Gurley Street
Prescott, AZ 86301

INDEPENDENT CONTRACTOR AFFIDAVIT

I, _____, swear or affirm that:

1. I have paid and will pay future license fees and membership dues.
2. I have paid and will pay my own automobile and transportation expenses without receiving any reimbursement from the broker.
3. I have paid and will pay future entertainment expenses in connection with obtaining referral clients without receiving reimbursement from the broker.
4. I have not been required by the broker to maintain any specific schedule nor to attend any mandatory sales or training meetings except to address specific individualized training needs.
5. I do not have to have permission of the broker to schedule my vacation.
6. I have received no minimum salary or sick pay.
7. I have paid and will pay future income and FICA taxes.
8. My association with the broker may be terminated by either party upon notice given to the other; but the rights of the parties to any fees which accrued prior to said notice shall not be divested by the termination of this arrangement.

The broker may set goals, define objectives, and specify results to be achieved but the mode and manner of such accomplishments shall be left to me.

The broker does not require set work hours or floor time, compel attendance at meetings, assign management responsibilities or compel my attendance at training or instructional presentations.

The Independent Contractor shall not be treated as an employee. Services performed under this agreement and commissions earned, shall be considered 1099 income for Federal Tax purposes.

Designated Broker

Independent Contractor

Date

Date



503 E. Gurley Street
Prescott, AZ 86301

POLICIES AND PROCEDURES MANUAL

PURPOSE

The ERN. LLC (ERN) is designed for individuals with a real estate license that do not want to pursue real estate full time. Association with ERN offers the opportunity to earn referral commissions as a result of referring people who have a real estate need and perfect that need through ERN via its affiliates and assigns. There is no listing or selling involved.

PROCEDURE FOR PLACING A REFERRAL

When you find someone who has a real estate need, obtain their permission to be referred. The information you will need to place the referral is:

- Name
- Address
- Telephone numbers (home, office, cell, fax)
- Email address
- A general idea of their real estate needs

It is also helpful to find out if they are interested in buying or selling, how soon, where they want to move, and the reason for the move.

Contact John Poggendorf, ERN Designated Broker via email or fax with the information you have about the client. John will place the referral with an executive and obtain a signed referral agreement from the receiving executive. Once the agreement is signed accepting the referral a copy will be returned to you via email.

The referral fee normally charged will be 25%, however, other fees may be negotiated depending on the circumstances.

REFERRAL FEES

The referral fee will be mailed to the Referral Associate within 5 days of the receipt of the commission by ERN.

The Referral Associate will receive 100% of the referral fee obtained by ERN, less a Referral Transaction Fee of \$300 that will be retained by ERN Referral Network from the referral fee.

EXAMPLE OF REFERRAL FEES

Property Purchase / Sale Price:	\$ 300,000
Commission on referred side:	3%
Commission amount:	\$ 9,000
Referral Fee:	25%
Referral Amount:	\$ 2,250
Referral Transaction Fee paid to ERN:	\$ 300
Amount paid to YOU, as referral associate	\$ 1,950

If a referral associate has terminated, ERN will pay referral fees to the Referral Associate on those referrals that were under contract prior to the date of termination and which subsequently close and record. If a buyer referral or listing referral goes into contract after the termination date of the Referral Associate, referral fees cannot be paid.

OTHER FEES

Annual Fee: The Referral Associate will pay a fee of \$100.00 upon joining ERN and a \$100.00 renewal fee annually on their anniversary date.

Referral Transaction Fee: A \$300.00 referral transaction fee will be deducted from each closed referral paid to the Referral Associate.

PERSONAL REAL ESTATE TRANSACTIONS

ERN, LLC associates operate on a “referral only” basis and do not show, list, sell, represent, sit open houses or directly participate in the listing or sale of property. This includes properties in which they have personal real or equitable interest. Therefore, in order to insure their clients and customers receive the best professional real estate advice, service and guidance, it is strongly recommended that referrals be placed with Realty Executives®. Ultimately, the choice of the agent and brokerage with which the referral is placed is the prerogative and responsibility of the ERN, LLC associate, but the selection of a Realty Executives® associate is encouraged.

BOARDS OF REALTORS®

ERN Referral Network is not a member of any Realtor Associations, Boards of REALTORS® or any multiple listing services. As such, Referral Associates need not to join any such organization, nor can they join.

BUSINESS CARDS

Business cards are available at the Referral Associate’s expense. The Referral Associate will be identified on the card as “Referral Specialist”.

RESTRICTIONS

The ERN Referring Associate cannot:

1. Show property for sale.
2. List property for sale.
3. Advise a client of property value.
4. Represent a client in a transaction.
5. Take part in any portion of a sale, listing or leasing of property.
6. Accept or handle any money in a real estate transaction.
7. Perform or take part in any form of property management.

As such, the ERN Referring Associate need not be concerned with:

1. Securing or insuring the presence of Broker Supervision on all transactions requiring a salesperson’s or brokers license. ERN Associates do not actively engage in transactions of any kind; they only refer existing or potential clients and customers to other brokerages and licensees employed therein.

2. Using and accurately executing disclosure forms, contracts, employment agreements and documents affecting the rights or obligations of parties. ERN Associates do not represent parties to real estate transactions of any kind; they simply refer.
3. The filing, storage and maintenance of documentation to any transaction. ERN Associates do not actively engage in transactions of any kind; they only refer potential clients and customers to other brokerages and licensees employed therein.
4. The proper handling of money that would otherwise require promot deposit into a trust fund. ERN maintains no trust fund as it does not engage in activities that would otherwise require one.
5. Their use of unlicensed assistants, or the broker's use of unlicensed assistants. ERN Associates engage in no direct real estate transactional activities for their own part, nor in the employment of others in similar activities for the ERN Associate that would require an ADRE license, save that the ERN Associate maintains their own ADRE license in good standing with ADRE and remains on an "active" footing with their employing broker, ERN, LLC.
6. The delegation of authority to others to act on the behalf of ERN, LLC as the employing broker. ERN, LLC has never delegated nor will delegate any such authority to any other brokerage, broker, licensee or individual.
7. The manner, extent and frequency with which the ERN Designated Broker familiarizes the ERN Associates with the requirements of state, federal and local laws relating to the practice of real estate. ERN Associates maintain their ADRE licenses in an "active" state which requires their securing a minimum number of hours of Continuing Education every two years and the reporting of same to ADRE, thus fulfilling such requirements. ERN Associated engage in no direct transactional activities related to real estate activities, they simply refer potential clients and customers who are interested in pursuing such activities.
8. Advertising and Marketing activities and the costs associated with such activities. ERN LLC is designed for the experienced real estate licensee who for whatever reason wishes to curtail their direct personal involvement in full-time, day-to-day real estate activity. Thus the ERN Associate simply refers their clients and contacts to other full-time licensees, and therefore is able to legally share in the commissions from such finalized transactions. Thus no advertising and marketing activities are required of the ERN Associate in this pursuit, but Associates are none-the-less reminded that all such activities on their part require pre-approval from the employing broker. Any and all advertising and marketing activities deemed necessary to the brokerage are executed by the designated broker.

9. The existence of an established system for monitoring compliance with the broker's rules, procedures and systems itemized in the ERN, LLC Policies and Procedures document. The existence and specifics of all such operational requirements and prohibitions are reviewed with each ERN Associate prior to and again at the time of the affiliation with ERN LLC, and additionally in discussions with each Associate as referral documents are completed and circulated for signature and implementation by all involved parties.

ACKNOWLEDGEMENT

I acknowledge receipt of the ERN Referral Network's Policy and Procedures Manual and understand the policies of the Referral Network.

Signature of Referral Associate

Date



CHECKLIST FOR SALESPERSON/ASSOCIATE BROKER LICENSE CHANGES, FORM LI-202

THESE CHANGES CAN BE SUBMITTED ON LINE. GO TO www.azre.gov. DO NOT SUBMIT APPLICATIONS BY FAX OR EMAIL.

License must be returned with form LI-202 when making any changes to your license pursuant to Commissioner's Rule R4-28-303 (E)(6).

- **SEVER-NO FEE:** To put your license on inactive status, **go online** and sever or notify your broker to return your license to the Department with an **original** signature of the designated broker on the back of license or on change form LI-202.
- **HIRE- \$20 FEE (In-Office) or \$10 (Online):** To be on active status, **go online** and request to be hired. Advise your broker the request is pending or complete form LI-202. Ensure that applicant's and the designated broker's signatures are **original** if using form LI-202 (check or money order only)
- If currently active, a form LI-202 from the severing broker with an **original** signature of severing broker is required.
- If licensee is also going to be the branch office manager, include a letter of Authority with **original** signature of the broker. See LI-219 and R4-28-304(B).
- **OFFICE TRANSFER-\$10.00 FEE:** To change office locations with the same employing broker, use the reverse side of the license or complete form LI-202. For branch office manager see checklist and instructions for branch office and manager, form LI-219 (check or money order only). See R4-28-304(B).
- **NOTE:** To add, remove or change a professional corporation (PC) or professional limited liability company (PLC) status, use form LI-231. To make a residence/ mailing address or legal name change, use form LI-235.

DO NOT USE THIS FORM TO CHANGE:

EMPLOYING BROKER'S BUSINESS OR MAILING ADDRESS, LEGAL OR DBA NAME, PLEASE USE FORM LI-201.

Save time—take a moment to review your application and make sure you have signed it where required and have attached supporting documents and the required fee before you submit it to the Department. If the Department receives an incomplete application, we will return the application unprocessed. And, although you will have an opportunity to complete the application, the date it is completed will determine the effective date of any license issued. This may have unexpected consequences for you including, without limitation: expiration of your license and a lapse in licensure; payment of late fees; unlawful license activity. If you go beyond your grace year you will be required to re-apply, including passing the state license examination, as an original applicant.

"Promoting Mutual Respect"
"An Equal Employment Opportunity Agency"

Persons with disabilities who need this document in an alternate format should contact the Department at (602) 770-7766 or IADA@azre.gov to have their needs known



STATE OF ARIZONA
DEPARTMENT OF REAL ESTATE

2910 N. 44TH ST., Ste 140
Phoenix, AZ. 85018
(602) 771-7700

400 W. Congress, Ste 523
Tucson, AZ. 85701
(520) 628-6940

For Department Use Only

You can do more than renew online! Go to www.azre.gov

Review checklist before filing this form.

SALESPERSON/ASSOCIATE BROKER CHANGE, FORM LI-202

Legal Name: _____

License Number: _____ Expiration Date: _____

Signature of Licensee: _____ Date: _____

Email Address (optional): _____

Effective Date: _____
Date Entered: _____
BY: _____ TF1 TF 2

SECTION 1:

**HIRE (ACTIVE) (\$20.00 In-Office)
(\$10.00 Online)**

BRANCH OFFICE MANAGER (\$10.00)

OFFICE TRANSFER WITH SAME EMPLOYER (\$10.00)

NEW EMPLOYER INFORMATION:

Employing Broker/Entity: _____ License No: _____

DBA Name: _____

Business Address: _____

City, State, Zip: _____

Business Telephone: _____ Fax Number: _____

PRINT Designated broker name: _____

Designated Broker **signature**: _____

PURSUANT TO A.R.S. § 32-2127(D) ATTACH A COPY OF THE DESIGNATION LETTER IF YOU ARE SIGNING AS THE BROKER'S DESIGNEE.

Section 2:

SEVER (INACTIVE) (NO FEE)

SEVERING INFORMATION:

Employing Broker's/Entity's Name: _____ License No: _____

PRINT Designated Broker Name: _____

Designated Broker signature: _____

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ERN ASSOCIATE / CLIENT REFERRAL FORM

Referring Agent: _____

Address: _____

City: _____ State: _____ Zip: _____

Fax: _____ Office / Home Phone: _____

EMAIL: _____ Cell Phone: _____

Referral Client: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Phone: _____ Alternate Phone: _____

EMAIL: _____ Fax: _____

Client Is: Buyer: _____ Seller: _____ Both: _____

Client Is Aware of Referral: Yes _____ No _____

Client Details: _____

By accepting this referral, the undersigned hereby agrees to pay to ERN, LLC a 25% referral fee at close of escrow. TIN 20-3972764

Signatures below acknowledge the willing participation of all parties in the following when servicing the referral:

- [1] All parties recognize their obligations to operate in a manner consistent with the protection of individual rights and equal protection under the law with respect to the client(s) securing, occupying, owning and otherwise utilizing real property.
- [2] All parties acknowledge their responsibility to treat all persons fairly and honestly, and without regard to race, color, religion, national origin, gender, gender preference, familial status or handicap.
- [3] All parties agree to abide by all applicable laws including but not limited to Title VIII of the Civil Rights Act of 1968, the decision rendered in the 1968 legal case of Jones -v- Mayer, the Fair Housing Act Amendment of 1974 (gender specific), and the changes rendered to Title VIII as noted above in 1988 (families and handicapped).
- [4] In the event a closed transaction results within 18 months of the original date of this referral, it is agreed the referring brokerage is due the agreed upon % of the commission of the referred side(s) of the transaction as noted above.
- [5] In the event the needs of the referred client(s) cannot be satisfied by the receiving brokerage and/or its assigned agent(s), the referred client(s) will be returned to the referring brokerage without future restraint or financial requirement, and the receiving brokerage will not subsequently refer the client(s) without the expressed written consent of the originally referring brokerage and the client(s).

Receiving Agent: _____ Date: _____

Receiving Broker: _____ Date: _____

ERN Referring Agent: _____ Date: _____

ERN Referring Broker: _____ Date: _____



503 E. Gurley Street
Prescott, AZ 86301

ERN ASSOCIATE / CLIENT REFERRAL FORM

Referring Agent: _____

Address: _____

City: _____ State: _____ Zip: _____

Fax: _____ Office / Home Phone: _____

EMAIL: _____ Cell Phone: _____

Referral Client: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Phone: _____ Alternate Phone: _____

EMAIL: _____ Fax: _____

Client Is: Buyer: _____ Seller: _____ Both: _____

Client Is Aware of Referral: Yes _____ No _____

Client Details: _____

By accepting this referral, the undersigned hereby agrees to pay to ERN, LLC a _____ % referral fee at close of escrow. TIN 20-3972764

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- [1] All parties recognize their obligations to operate in a manner consistent with the protection of individual rights and equal protection under the law with respect to the client(s) securing, occupying, owning and otherwise utilizing real property.
- [2] All parties acknowledge their responsibility to treat all persons fairly and honestly, and without regard to race, color, religion, national origin, gender, gender preference, familial status or handicap.
- [3] All parties agree to abide by all applicable laws including but not limited to Title VIII of the Civil Rights Act of 1968, the decision rendered in the 1968 legal case of Jones -v- Mayer, the Fair Housing Act Amendment of 1974 (gender specific), and the changes rendered to Title VIII as noted above in 1988 (families and handicapped).
- [4] In the event a closed transaction results within 18 months of the original date of this referral, it is agreed the referring brokerage is due the agreed upon % of the commission of the referred side(s) of the transaction as noted above.
- [5] In the event the needs of the referred client(s) cannot be satisfied by the receiving brokerage and/or its assigned agent(s), the referred client(s) will be returned to the referring brokerage without future restraint or financial requirement, and the receiving brokerage will not subsequently refer the client(s) without the expressed written consent of the originally referring brokerage and the client(s).

Receiving Agent: _____ Date: _____

Receiving Broker: _____ Date: _____

ERN Referring Agent: _____ Date: _____

ERN Referring Broker: _____ Date: _____



503 E. Gurley Street
Prescott, AZ 86301

ERN POTENTIAL ASSOCIATE / AGENT INTEREST FORM

ERN, LLC is a referral network designed for individuals with a real estate license who do not wish to pursue real estate full time. *ERN Associates* do not list or sell properties. Their contacts and leads are referred to full-time, professional REALTORS® through the ERN Referral Network, its affiliates and assigns.

ERN Associates supply the name and contact information of a buyer or seller (or BOTH!). The contact information is given to YOU for follow up. Upon closing, a referral fee is paid to *ERN, LLC*.

If you are interested in receiving referrals from *ERN, LLC*, or know someone who would like more information on joining *ERN, LLC*, please complete the information below and deliver it to John Poggendorf, Designated Broker, or fax it to him at (928) 717-2636.

Name _____ Designations _____

Areas of specialization (e.g.: Residential, lots/land, commercial, etc)

I prefer to work with: Buyers _____ Sellers _____ Both _____

Areas/Sub-areas of concentration (ie: Marketing areas) _____

I know someone who might be interested in joining *ERN, LLC*!

Please contact _____ at _____

And let them know how they can become an *ERN, LLC* Associate!
