



**THOM DROZ**  
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Droz Consulting Group, LLC (hereinafter DCG) offers a referral program for individuals holding a salesperson or associate broker's license (Hereinafter "SALES ASSOCIATE") who, because of other commitments or interests, choose not to be active in the Real Estate business.

DCG will hold SALES ASSOCIATE'S license while their activities are limited to referrals only. SALES ASSOCIATE can place referrals directly (or DCG will place the referral for SALES ASSOCIATE) of any prospective buyers and sellers. When SALES ASSOCIATE has DCG place their referral SALES ASSOCIATE may request that the referral go to a specific agent and DCG will attempt to accommodate that request. If SALES ASSOCIATE was referred to DCG by another real estate agent, referrals in that market must go to that referring agent first. Referrals can be anywhere in the United States or other country that will accept the referral.

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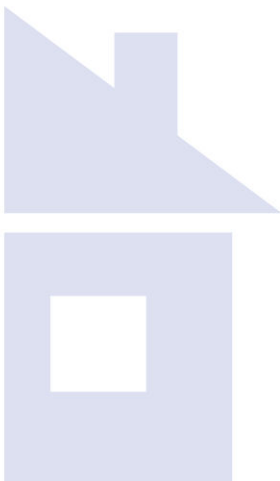
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# SALES ASSOCIATE Checklist

- 1) “JOIN” online, fill out the application which includes: (Independent Contractor, Commission Plan, Application for Association, Anti Discrimination)
- 2) A credit card payment to **Droz Consulting Group, LLC** for the annual dues, if any, specified in SALES ASSOCIATE’S commission plan. SALES ASSOCIATE annual dues will be charged each year on the anniversary date of association.
- 3) **Transferring License:** If SALES ASSOCIATE is transferring from another company, SALES ASSOCIATE must provide their license number (off original license, not pocket card) and a \$20.00 fee for processing.
- 4) **New Licensee:** If SALES ASSOCIATE is a new licensee, they must log in at: <http://www.dos.state.ny.us/lens/realestate/index.html>, pay the registration and sign up with Droz Consulting Group, LLC (License # **1049120093**) as the sponsoring Broker. DOS will notify DCG for final approval

Please include this checklist with your information if you are applying by mail:

Email: [ThomDroz@DrozConsultingGroup.com](mailto:ThomDroz@DrozConsultingGroup.com)

Postal Mailing Address:

**Droz Consulting Group, LLC**  
9163 Butler Road  
Sauquoit, NY 13456

# DCG Independent Contractor Agreement

AGREEMENT, this day of , 20\_\_ , by and between \_\_\_\_\_ residing at \_\_\_\_\_ (hereinafter referred to as the "SALES ASSOCIATE") and **Droz Consulting Group, LLC** having a principal place of business at **9163 Butler Road, Sauquoit, NY 13456** (hereinafter referred to as the "DCG").

WHEREAS, SALES ASSOCIATE and DCG are each respectively duly licensed pursuant to Article 12-A of the Real Property Law of the State of New York, and WHEREAS, the parties hereto have freely and voluntarily entered into this Agreement, without duress.

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

- 1) SALES ASSOCIATE is engaged as an independent contractor associated with DCG pursuant to Article 12-A of the Real Property Law and shall be treated as such for all purposes, including but not limited to Federal and State Income taxation, withholding tax regulations, Unemployment Insurance and Workers' Compensation coverage.
- 2) SALES ASSOCIATE (a) shall be paid a commission, without deduction for taxes, which commission shall be directly related to sales or other output; (b) shall not be entitled to a draw against commissions; (c) shall not receive any remuneration related to the number of hours worked; and (d) shall not be treated as an employee with respect to such services for Federal and State Income tax purposes.
- 3) SALES ASSOCIATE shall be permitted to work such hours as SALES ASSOCIATE may elect to work.
- 4) SALES ASSOCIATE shall be permitted to work out of SALES ASSOCIATE'S residence or any other location in the sole discretion of SALES ASSOCIATE.
- 5) SALES ASSOCIATE shall be free to engage in outside employment.
- 6) All expenses, including but not limited to automobile, travel, and entertainment expenses shall be borne by SALES ASSOCIATE.
- 7) DCG may offer initial training and hold periodic online sales meetings. The attendance by SALES ASSOCIATE at such sessions shall be at the option of SALES ASSOCIATE.
- 8) DCG and SALES ASSOCIATE shall comply with the requirements of Article 12-A of the Real Property Law and the regulations pertaining thereto. Such compliance shall not affect SALES ASSOCIATE'S status as an independent contractor nor shall such compliance be construed as an indication that SALES ASSOCIATE is an employee of DCG for any purpose whatsoever.
- 9) This contract and the association created thereby may be terminated by either party hereto at any time upon notice given by one party to the other.

- 10) This Agreement shall be governed and construed in accordance with the laws of the State of New York.
- 11) No waiver of any of the provisions of this agreement or any of the rights or remedies of the parties hereto shall be valid unless such waiver is in writing, signed by the party to be charged therewith.
- 12) This Agreement and all of its terms, covenants and provisions insofar as applicable, shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

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Agreed to this Date:

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SALE ASSOCIATE  
As Independent Contractor

# **DCG Policy & Procedures**

## **COMPANY OBJECTIVES:**

- 1) For DCG (Droz Consulting Group, LLC) to be the leading Referral company in New York.
- 2) To provide SALES ASSOCIATES a low cost way to maintain their license.
- 3) To send referral business to companies that will provide quality service to Buyers and Sellers.

## **GENERAL TERMS OF ASSOCIATION WITH DCG:**

All SALES ASSOCIATES will be:

- 1) Licensed by New York State.
- 2) Fill out the: Application for Association.
- 3) Agree to: DCG Independent Contractor Agreement.
- 4) Agree to: Anti-Discrimination Policies and Procedures.
- 5) Agree to and Abide by the: DCG Policy & Procedures.
- 6) If referred to DCG by another agent, agree to: Referring Agent Agreement (See below)
- 7) Expected to conduct themselves as professionals.

## **LIMITED ACTIVITIES:**

SALES ASSOCIATE agrees that he/she is limited to, and understands that his/her only real estate activities with BROKER will be in the form of referring real estate buying and selling leads through DCG. SALES ASSOCIATE agrees not to list, show, lease or sell any properties. SALES ASSOCIATE agrees not to engage in giving opinions as to real estate values, or taking or holding any money involved with a real estate transaction, or any other activity that requires a real estate license in New York State.

## **REFERRALS**

All Referrals must be:

- 1) Submitted to the referring BROKER at:  
[http://drozconsultinggroup.com/agent/send\\_referral.html](http://drozconsultinggroup.com/agent/send_referral.html)
- 2) Referrals must be signed by receiving BROKER and emailed to [thomdroz@DrozConsultingGroup.com](mailto:thomdroz@DrozConsultingGroup.com) or mailed to DCG within 48 hours.
- 3) Generally DCG does not refer Rentals or Time shares. DCG reserves the right to reject any referral. Our Business reputation is based on qualified, quality referrals.

## **REAL ESTATE BOARDS AND ORGANIZATIONS:**

SALES ASSOCIATE acknowledges that DCG is not a member of any Board of Realtors or MLS. It is understood the SALES ASSOCIATE cannot use the term "Realtor" to describe them self while associated with DCG

**COMPLIANCE WITH LAW:**

It is understood the SALES ASSOCIATE has the privilege of being licensed by the State of New York and that the laws, rules and regulations thereof, will be adhered to by SALES ASSOCIATE.

**LEGAL DISPUTES:**

In the event any transaction in which the SALES ASSOCIATE is involved results in a dispute, litigation, or legal expense, the SALES ASSOCIATE shall cooperate fully with DCG in order to settle the matter.

**CHANGE OF ASSOCIATION:**

If the SALES ASSOCIATE is a transfer licensee from another real estate Brokerage company, he/she agrees to cease all functions as an agent for that Brokerage firm and agrees to return all items and property of that Brokerage firm.

**COMMISSIONS:**

According to New York State Real Estate law, all commissions will be received by DCG. Once the referral check clears the bank of DCG, the SALES ASSOCIATE'S commissions will be mailed out within one week. In the case of any dispute between the SALES ASSOCIATE and any other person regard a referral, DCG shall be the sole judge of that dispute.

**FEES AND EXPENSES:**

SALES ASSOCIATE agrees to provide and pay for all of his/her necessary professional expenses in order to receive and/or renew said license including all costs for continuing education and all expenses generated by SALES ASSOCIATE to produce leads. SALES ASSOCIATE agrees that they will be responsible for all cost associated with transferring their license when joining or leaving BROKER. These fees including but are not limited to "Change of Association" and "Termination of Association" required by New York State plus a processing fee. An annual fee, if any, based on "The Plan" selected above will be paid to DCG for membership. Any delinquent fees will be deducted from any compensation due SALES ASSOCIATE.

**COLLECTION OF REFERRAL FEES:**

If referring Real Estate company should fail to pay DCG for fees earned, it shall be at the sole discretion of the DCG to determine if referring Real Estate company shall be legally pursued for the fee. Should DCG opt not to pursue legal recourse to collect the Fee, DCG can assign their rights to collection of the fee to SALES ASSOCIATE. Should legal expenses be required to collect a referral fee, such legal expenses will be deducted from commission due SALES ASSOCIATE on that specific referral

**LIMITATIONS OF AUTHORITY:**

The SALES ASSOCIATE shall have no authority to bind, obligate, or commit DCG by any promise or representation, unless specifically authorized by DCG in writing.

**REFERRING AGENT AGREEMENT:**

SALES ASSOCIATE agrees that if they were recommended to DCG by another Real Estate Agent (hereinafter "**Referral Agent**") that they will abide by the following terms:

- Any referrals in the marketplace commonly served by Referral Agent will be given to that Referral Agent. Referral Agent will then have 24 hours to accept said referral in writing. Failure to accept said referral in the 24 hours will allow DCG or SALES ASSOCIATE to select another Agent or company to for said referral.

**ADVERTISING POLICY:**

The SALES ASSOCIATE shall retain sole discretion and judgment as to the manner and means of accomplishing the desired result of referring prospects for real estate purchases and/or sales to DCG. Prior to any publication, **all** advertising must be sent for written approval to: [ThomDroz@DrozConsultingGroup.com](mailto:ThomDroz@DrozConsultingGroup.com).

- **Business Cards:** A business card is a form of advertisement, it must conform to the general advertising standards. It must be truthful and not misleading. To avoid consumer confusion a business card must include at least the following information: The name and address of the DCG as licensed. The SALES ASSOCIATES full name, as licensed. The type of license held (Licensed Real Estate Salesperson, and Licensed Associate Real Estate Broker) and DCG's telephone number. The inclusion of additional information is permissible, (business titles, business e-mail address, specialization, trade affiliations or accreditations), providing the information is true and not misleading. The SALES ASSOCIATE may include their e-mail address, cell/home telephone numbers, provided that there is a notation that such are residence or cell numbers.
- **Other Marketing:** All print ads (including internet) must give the name of the company as "**Droz Consulting Group LLC**" if you wish to use the logo, a copy will be provided upon request.
- **Phone:** If you use the phone for business solicitations, it must be done in accordance with "Do Not Call" laws, details at: [http://www.consumer.state.ny.us/dnc\\_index.htm](http://www.consumer.state.ny.us/dnc_index.htm)
- **Mailings:** Mailing must be done in accordance with New York Cease and Desist rules, details at: <http://www.dos.state.ny.us/lcns/realestate/cdrealest.html>

**TERMINATION:**

DCG and SALES ASSOCIATE agree that either can terminate said affiliation at any time by notifying the other party in writing of the desire to terminate. The SALES ASSOCIATE will cease to declare himself/herself as a member of DCG upon termination of his/her affiliation with DCG. It is further agreed and understood that the SALES ASSOCIATE will be terminated immediately if his or her license becomes invalid; due to lack of continuing education, renewal of license, or any other reason. Upon termination, the SALES ASSOCIATE will receive all

commissions due to him/her on those referrals pending as long as a valid license is in effect at the time of the closing of said referral.

**SALESPERSONS INPUT:**

It is our belief that everyone has the ability to contribute. We welcome any and all ideas, criticisms, complaints and compliments. You are DCG's greatest asset and there will always be an open door to your ideas.

**CONFIDENTIALITY:**

SALES ASSOCIATE agrees to hold confidential all information pertaining to or connected in any way with the business of DCG and will not divulge any such information to any person or corporation during the course of association with DCG. Upon termination Referral Associate agrees not to disclose or furnish any person with any information, forms, documents, procedures, etc. of DCG.

**CHANGES:**

From time to time BROKER will update and change this Policy and Procedural Manual. Sales person will be emailed an updated version when it becomes available and it will be posted on the web at:

[http://www.drozconsultinggroup.com/agent/DCG\\_terms.pdf](http://www.drozconsultinggroup.com/agent/DCG_terms.pdf)

**COMPLIANCE WITH POLICY:**

SALES ASSOCIATE acknowledges that he/she has read, understands, and subscribes to DCG Policies and Procedures which is incorporated herein by reference in its entirety.

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Agreed To This Date:

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SALE ASSOCIATE  
As Independent Contractor

Revised 7/27/09

## **ANTI-DISCRIMINATION POLICIES AND PROCEDURES**

As part of our continuing effort to ensure compliance with the state and national anti-discrimination laws, we would like to take this opportunity to remind all SALES Associates of Droz Consulting Group, LLC, and all persons associated with the company, of the policies of our firm prohibiting discrimination. It is important for each employee and associates to review his or her own actions in light of assuring equal treatment of all persons who are involved in the business of selling and buying homes.

It has always been the policy and practice of Droz Consulting Group, LLC, not to engage in, or assist efforts of others to engage in, housing discrimination. In reaffirming that policy, we remind you that the anti-discrimination laws of the United States and of the State of New York are quite specific in the area of housing and in conformance therewith, you should at all times in every part of your work with Droz Consulting Group, LLC, never:

- 1) Refuse to show, rent, sell, negotiate for the sale, rental of, or otherwise make unavailable or deny a dwelling to any person because of race, color, religion, sex, handicap, familiar status or national origin.
- 2) Discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith because of race, color, religion, sex, handicap, familiar status or national origin.
- 3) Make any verbal or written statement with respect to the sale of a dwelling that indicates any preference, limitation, or discrimination.
- 4) Represent to any person because of race, color, religion, sex or national origin that any dwelling is not available for inspection, sale or rental when such dwelling is in fact so available.
- 5) Fail to provide or volunteer information about available dwellings in any area to any prospective purchaser on account of race, color, religion, sex, or national origin.
- 6) Knowingly enter into an agreement which imposes any restriction on the race, color, religion, sex, or national origin of persons to whom a dwelling may be shown, rented, or sold.

It is important to understand that any action taken by you, even in part, because of race, color, religion, sex, or national origin that has the effect of making housing unavailable to such persons protected under these laws, constitutes a violation of both the laws of New York State and the United States.



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401 E. Las Olas Blvd.  
 Suite 130-123  
 Fort Lauderdale, FL 33301

Tax ID: 27-0547785

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

**REFERRAL AGREEMENT**

\_\_\_\_\_, Phone: \_\_\_\_\_  
 Agent Name at Droz Consulting Group LLC, BROKER Agent Phone at Droz Consulting Group LLC

Assigned Company/Office

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Relocation Coordinator Name: \_\_\_\_\_

Assigned Sales Agent: \_\_\_\_\_ Phone: \_\_\_\_\_

**Referral Fee is 25% of the Referred Side**

**CLIENT INFORMATION**

Name(s): \_\_\_\_\_

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

Phone #'s : \_\_\_\_\_

Email: \_\_\_\_\_

Area or Destination: \_\_\_\_\_ Price Range \$ \_\_\_\_\_

Comments: \_\_\_\_\_

**\*Term:** A 25% referral fee is owed on *all* transactions said Client executes within the 24 months of the date of this agreement. Please provide this customer exceptional service by making prompt contact, follow-up until contact is made and the transaction is closed or the referral is exhausted. Keep the Droz Consulting Group LLC, Agent advised of referral status including sale, rental or closing. If rejected, refused, or lost, please advise at once.

Receiving BROKER Signature \_\_\_\_\_ Date \_\_\_\_\_

**SALES INFORMATION, REFERRAL FEE CALCULATION**

Contract Date: \_\_\_\_\_ Sale/Rental Price: \$ \_\_\_\_\_

Total Commission on Referred Side \$ \_\_\_\_\_

Referral Fee: Commission x .25% = \$ \_\_\_\_\_