



10 Ginger Creek Parkway  
Glen Carbon, Illinois 62034  
Doris J. Stephens, Managing Broker

This Independent Contractors agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Gateway Holding & Referral Company, an Illinois Corporation, hereinafter referred to as "Sponsoring Broker", by its Managing Broker Doris J. Stephens, , hereinafter referred to as "Managing Broker," and \_\_\_\_\_, hereinafter referred to as "Broker."

Whereas, the Sponsoring Broker, Gateway Holding & Referral Company, maintains an office for the sole purpose of rendering referral services, to include but not limited to the sale, exchange, purchase, rent, or lease of real estate, and

Whereas, it is deemed to be to the mutual advantage of the Sponsoring Broker and Broker to enter into the arrangement established in this agreement.

It is therefore agreed as follows:

The Managing Broker shall assist the Broker by advice, instruction, and cooperation. The Sponsoring Broker and Broker activities shall be limited only to referrals to other brokers. The Sponsoring Broker and Broker shall not directly list, sell, or exchange real estate or participate in any real estate activities regulated by the Illinois Department of Financial and Professional Regulation

As a sponsored licensee of a referral company, one cannot act in the capacity of an unlicensed assistant for another company.

The Broker shall share such facilities as the Sponsoring Broker's office may be able to establish. The Broker shall conduct his/her business so as to increase the goodwill and reputation of the Sponsoring Broker, and the parties shall conform to all laws, rulings, and regulations that are applicable to real estate brokers.

The Broker shall be a Independent Contractor only of the Sponsoring Broker with respect to the prospective clients, prospective customers, and customers from whom services shall be performed, and not a servant, employee, or partner with the Sponsoring Broker.

The Broker understands that the Broker assignment of the referral is at the sole decision of the managing broker of the receiving agency.

1. **Compensation:** If the Broker performs any services whereby a commission is earned, the commission shall, when actually received in full by the Sponsoring Broker, be payable to the Broker, in the amount of 55 percent of the net commission received. No commission will be paid unless the referral forms are completed and supplied to GH&R prior to referral being made.
2. **Covenant of the Broker:** The Broker agrees that substantially all of the commission, whether or not paid in cash for services performed by such Broker as a real estate agent, shall be directly related to referrals or other output, including performance of service rather than the number of hours worked hereunder.
3. **Disputes:** The Managing Broker shall be the sole judge of any dispute between the Broker and any other person in the office of the Sponsoring Broker. The good faith and decision of the Managing Broker with respect to said dispute shall be final and binding upon the Broker. Suits for commission against the third party shall be maintained only in the name of the Sponsoring Broker.
4. **Net Commission:** The term "Net Commission" as used herein shall mean the amount of commission actually received by the Sponsoring Broker after deduction from any amounts paid by the Managing Broker to any cooperating Managing Broker or Multiple Listing Service and customary advertising and expenses associated with the same, exclusive of the overhead. The Managing Broker shall have the absolute right in his discretion to determine the amount to be paid to any cooperating Broker.
5. **Liability:** The Sponsoring Broker and the Managing Broker shall not be liable to the Broker for any expense they incur, nor shall the Broker be liable to the Sponsoring Broker or the Managing Broker for office help or expense, and the Broker shall have no authority to bind the Sponsoring Broker and the Managing Broker by any promise or representation, unless specifically authorized to do so in writing; however, the expenses for attorney's fees, cost, title examination, and the like, which are paid from the commission or are incurred in the collection of the commission shall be paid by the parties in the same proportion as their share of commissions.
6. **Term:** This agreement may be terminated by either party hereto at any time with ten days written notice to the other party. Upon the termination of this agreement, a list shall be prepared of pending, unfinished business involving the referral of any sale, lease, or exchange of real estate procured by the Broker. The list shall be signed by both parties, and neither party shall have any claim except as set forth in such list.
7. **Construction:** There is no oral understanding between us. All conditions of this agreement are set forth herein. This agreement shall be constructed in accordance with the laws of the State of Illinois.
8. **Communications of Change:** Prior to communicating any changes to IDFPR, Broker agrees to notify the Managing Broker in advance.

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Doris J. Stephens, Managing Broker  
Gateway Holding & Referral Co.

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Broker

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Date

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Date



**GATEWAY  
HOLDING &  
REFERRAL  
COMPANY**

Doris J. Stephens, Managing Broker  
10 Ginger Creek Parkway, Glen Carbon, IL 62034  
Phone: 618-692-8300 Fax: 618-692-8307  
[general@gatewayrealtors.com](mailto:general@gatewayrealtors.com)

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**GENERAL INFORMATION PROFILE**

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

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

City, State, Postal Code: \_\_\_\_\_

Home Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

License Number: \_\_\_\_\_

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

I hereby apply for sponsorship in the Gateway Holding & Referral Company and enclose my payment in the amount of \$25 (made payable to IDFP) for license transfer and a \$25 Administrative fee to GH&R for the current year. Each year thereafter the yearly fee will be \$50.

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



**GATEWAY  
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REFERRAL  
COMPANY**

# LISTING REFERRAL

Doris J. Stephens, Managing Broker

10 Ginger Creek Parkway, Glen Carbon, IL 62034, Phone: 618-692-8300 Fax: 618-692-8307

[general@gatewayrealtors.com](mailto:general@gatewayrealtors.com) [www.gatewayrealtors.com](http://www.gatewayrealtors.com)

Date	Client's Name	Client's Mailing Address
Home Phone Number	Alternate Phone Number(s)	
Is property listed? Yes <input type="checkbox"/> No <input type="checkbox"/>		Price Range
# of Bedrooms	# of Bathrooms	Special Features
Desired Moving Date	Corporate transfer? If so, company name and address:	
Property Address		
FACTS ABOUT HOME BEING LISTED:		

Referral For (Agent Name):	Referral Office Name:
	Address:
	City, State, Zip
	Phone: Fax:
GH&R Broker's Name: Phone Number:	
Email:	
GH&R will request a referral fee of 20% of the commission, unless other agreement made with GH&R Managing Broker in advance	



**GATEWAY  
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# PURCHASING REFERRAL

Doris J. Stephens, Managing Broker

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[general@gatewayrealtors.com](mailto:general@gatewayrealtors.com) [www.gatewayrealtors.com](http://www.gatewayrealtors.com)

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Date	Client's Name	Client's Mailing Address
Home Phone Number	Alternate Phone Number	Must buyer sell before purchasing? Yes <input type="checkbox"/> No <input type="checkbox"/>
Presently: Own <input type="checkbox"/> Rent <input type="checkbox"/>		Is property listed? Yes <input type="checkbox"/> No <input type="checkbox"/>
Preferred Location(s)		Price Range/Monthly Payment
Describe Desired Property		Eligible for VA Benefits? Yes <input type="checkbox"/> No <input type="checkbox"/>
# of Bedrooms	# of Bathrooms	Special Features or Requirements
Desired Moving Date	Corporate transfer? If so, company name and address:	
COMMENTS:		

Referral For (Agent Name)	Referral Office: Address: Phone: Fax Number:
GH&R Broker's Name: Phone Number: Email:	
GH&R will request a referral fee of 20% of the commission, unless other agreement made with GH&R Managing Broker in advance.	