



Hook & Ladder Referral Services, Inc.
Corporate Offices
5766 Bronx Avenue • Suite A
Sarasota, Florida 34231-8413

www.HookandLadderReferrals.com
Info@HookandLadderReferrals.com
Phone: 941.720.3075
Fax: 888.828.3013

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into, this _____ day of _____, 20____ by and between HOOK & LADDER REFERRAL SERVICES, INC. (hereinafter referred to as "HLRS") and _____ (AGENT).

WITNESSETH

Whereas, HLRS is a Licensed Real Estate Corporation within the State of Florida, and

Whereas, _____ (hereinafter referred to as "AGENT") agrees to avail himself/herself of said HLRS benefits and services as an INDEPENDENT CONTRACTOR,

Now, therefore, the parties hereto, in consideration of the mutual promises and covenants of each other, do hereby agree as follows:

1. **TERMS:** This agreement shall continue for five (5) years from the date hereof, and shall, without action being required by either party, be renewed automatically for additional periods of five (5) years each, unless canceled as herein provided by either of the parties. Either party shall have the right to cancel this agreement at anytime for any just and reasonable cause, including, without limitation, any dishonest act, failure to perform the agreements herein contained or illegal conduct, and either party shall have the right to cancel this agreement without issue upon first giving the other party notice in writing of such cancellation.

2. **RESPONSIBILITIES OF THE AGENT:** In accordance with this agreement, the AGENT named herein agrees:

A. To maintain proper licenses as may be required by the state, county or city so as to allow him/her to operate as a Real Estate Salesperson and receive compensation for providing real estate referral business. This shall include proper registration along with applicable fees as may be required by the licensing agency.

B. To provide any and all real estate referral business to HLRS for placement with a qualified broker or to promptly notify HLRS of specifics of referrals placed directly by AGENT.



C. That placement of his/her real estate license with HLRS, does not qualify AGENT to represent third parties in the conduct of any real estate transactions. AGENT agrees that the full, complete and total extent of his/her involvement in the real estate business will be to place referrals through HLRS and receive compensation for referral placement in accordance with the schedule of fees provided in this agreement. AGENT will not provide any services normally provided by a full-service agent.

D. The payment of any Federal, State, or Local taxes shall be the sole responsibility of the AGENT. Company will provide all necessary forms and documentation to comply with this requirement.

E. That there are two plans available:

Plan 1 – 100% of commission received by HLRS paid to AGENT. Plan 1 requires an annual fee of \$100 be paid to HLRS and AGENT hereby agrees to timely remit annual fee by January 1st of each subsequent year or revert to Plan 2.

Plan 2 – 90% of commission received by HLRS paid to AGENT. Plan 2 requires no fees be paid to HLRS.

F. To report any changes as to his/her residence, employment or licensing status immediately to HLRS.

G. To confirm all referrals in writing, with appropriate signatures, on Referral Form.

3. RESPONSIBILITIES OF HLRS: In accordance with this agreement, HLRS agrees:

A. To promptly place any referral business with a Broker qualified to handle said referral.

B. To maintain up-to-date records on all referrals that have been placed.

C. To timely distribute any commissions earned by AGENT as soon as payment has been made to HLRS and cleared HLRS account.

D. To maintain all necessary licenses with State of Florida and the Florida Real Estate Commission so as to allow them to operate as a real estate company.



4. SCHEDULE OF FEES (Circle your choice of "A. Plan 1" or "B. Plan 2"):

A. Plan 1 - 100% Commission to AGENT - Annual Fee of \$100 paid to HLRS by AGENT.

B. Plan 2 - 90% Commission to AGENT – No Annual Fee.

C. Referral Fee to AGENT: The broker receiving any referral placed by HLRS shall pay HLRS a fee equal to 25% of the gross commission received by their office on the referred side of the transaction upon closing of the transaction (unless higher percentage is negotiated by AGENT). The negotiated referral fee will be paid within 3 days of receipt to the AGENT responsible for the lead in an amount reflected by the Plan chosen by AGENT upon affiliation provided AGENT'S required fees are current.

5. INDEPENDENT CONTRACTOR STATUS: The herein named AGENT understands that he/she chooses to avail themselves of the services and benefits provided by HLRS solely as an independent contractor and no representation has been made as to employer/employee relationships.

THIS INSTRUMENT supersedes any and all other agreements, and contains the entire agreement between the parties hereto and there are no agreements, conditions, representations or understandings of any kind or nature except as herein expressly contained. This agreement cannot be changed or modified in any respect whatsoever except by written instrument signed by an authorized officer of HLRS as well as signed by _____ (AGENT).

IN WITNESS WHEREOF, HOOK & LADDER REFERRAL SERVICES, INC., A Florida Corporation, has caused this agreement to be executed in its corporate name by its corporate officers and _____ (AGENT) has affixed his/her signature as of the day and year first above written.

AGREED: Choose: Plan 1 (100% - \$100/yr) or Plan 2 (90% - No Fee)

Signed: _____
AGENT

Signed: _____
HOOK & LADDER REFERRAL SERVICES, INC.



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POLICIES & PROCEDURES MEMORANDUM

1. INTRODUCTION:

- A. The goal of Hook & Ladder Referral Services, Inc. (hereinafter referred to as "COMPANY") is to provide referrals to Sales Associates within a network of any and all cooperating full-service brokers (hereinafter referred to as "COOPERATING BROKER").
- B. This goal is accomplished through the COMPANY Referral Associate (hereinafter referred to as "ASSOCIATE") whose only objective is to refer prospective buyers and sellers of real estate to the COMPANY who will communicate the referral to COOPERATING BROKERS.
- C. A referral is a lead consisting of detailed information about a prospective buyer or seller which is communicated to the COMPANY to be acted on by a COOPERATING BROKER.

2. PRIMARY DUTIES OF THE ASSOCIATE:

ASSOCIATES should utilize prospecting methods which will enable them to contact prospective buyers and sellers to determine their real estate needs. The ASSOCIATE should obtain the name, address, business phone, home phone and other pertinent information about each prospect to assist the Sales Associate in fulfilling the prospect's real estate needs. The COMPANY and COOPERATING BROKERS will ensure the information provided is placed promptly with a qualified Sales Associate in the appropriate area.

ASSOCIATES may also pursue corporate contacts within their personal sphere of influence in an effort to establish a relationship to provide real estate service to corporate employees. The ASSOCIATE will not make presentations to a corporation.

3. REGISTERING AND PLACEMENT OF REFERRALS:

- A. All referrals should be phoned or otherwise communicated into the COMPANY to be registered and placed. Each referral will be credited to the ASSOCIATE who has submitted it first.
- B. A seller or buyer prospect lead will be placed with a Sales Associate of a COOPERATING BROKER in the office which can best service that prospect. An ASSOCIATE may request that a prospect be assigned to a designated Sales Associate, but the final placement decision will be at the discretion of the COMPANY and the COOPERATING BROKER to ensure the prospect receives the highest quality service.



- C. If a Sales Associate is already working with the referred prospect, the ASSOCIATE will be notified as soon as possible that the referral is rejected. ASSOCIATES may earn a referral fee on a prospect only if the prospect sells or buys with the COOPERATING BROKER Sales Associate assigned to the prospect. If the prospect has had prior contact or buys or sells with another Sales Associate, no referral fee will be paid to the ASSOCIATE.

- D. **CORPORATE AND COMMERCIAL LEADS:** Corporate leads, commercial and industrial real estate referral fees may vary. The ASSOCIATE will be notified if the fee is less than the usual and customary referral fee before placement of the referral with a COOPERATING BROKER.

4. FOLLOW-UP:

The ASSOCIATE should follow up with the Sales Associate and the prospect to ensure that appropriate levels of service are being provided. The ASSOCIATE should report any changes of the prospect's status to the COMPANY.

Should a prospect begin to look in other areas and perhaps buy or sell a home through a broker other than the COOPERATING BROKER to whom the prospect was referred, a referral fee will not be due the ASSOCIATE unless the prospect has been reassigned with the COMPANY's approval.

5. TIME LIMIT OF AN ACCEPTED REFERRAL:

- A. A buyer referral is valid for one year to obtain a signed sales agreement.

- B. A seller referral is valid for one year to obtain the listing, and two years to obtain a signed sales agreement.

- C. With the permission of the prospect, an ASSOCIATE may extend the referral before the time limit expires. The referral extension must be registered with the COMPANY.

6. BUSINESS CARDS:

ASSOCIATES are not permitted to use business cards bearing the name of any other real estate broker while associated with the COMPANY. To do so could be a violation of state Real Estate Regulations or the Statute of Frauds or both regulations.

The COMPANY's name or logo may not be represented on any other company's business cards or promotional materials. Therefore, the ASSOCIATE is encouraged to purchase and use the COMPANY business cards in order to promote and maintain contact with prospects, friends and relatives.



7. TRAINING AND EDUCATION:

ASSOCIATES are encouraged to utilize any training and educational seminars designed to teach effective methods of serving the public ethically and those that present ideas for increasing productivity and income.

ASSOCIATES are responsible for completing continuing education requirements as required by the State of Florida. Proof of completion of required continuing education shall be submitted to the COMPANY with a copy of ASSOCIATE's current Real Estate License upon ASSOCIATE's initial association with the COMPANY and upon every license renewal period during which ASSOCIATE is affiliated with the COMPANY.

8. TRANSFERS OF ASSOCIATES:

An ASSOCIATE who wishes to pursue a full-time career in real estate will be given the opportunity to interview with Hook & Ladder Realty, Inc. or a COOPERATING BROKER. If the ASSOCIATE transfers to a COOPERATING BROKER, the COMPANY will honor all transactions under contract relating to ASSOCIATE.

9. REFERRAL FEE TIME QUALIFICATION:

The Florida Department of Professional Regulation requires that an ASSOCIATE be licensed at the time a referral is given in order to be paid a referral fee. The COMPANY cannot pay a referral fee to anyone who becomes licensed or joins the COMPANY just prior to closing. The initial date of the referral is the determining factor for payment, not the closing of the transaction.

10. REFERRAL FEES:

- A. Fees are considered earned upon receipt of a referral fee by the COMPANY. ASSOCIATE referral fees will be paid as soon thereafter as is practical.
- B. The COOPERATING BROKER receiving any referral placed by the COMPANY shall pay the COMPANY a fee equal to a minimum of 25% of the gross commission received by their office on the referral side of the transaction upon closing of the transaction. The COMPANY will disburse 100% for Plan 1 or 90% for Plan 2 of the gross commission to the ASSOCIATE responsible for the lead.
- C. ASSOCIATES may negotiate referral fees with any COOPERATING BROKER or Sales Associate without prior approval from the COMPANY.



11. REFERRAL FEES AFTER TERMINATION:

- A. The COMPANY will honor all referral fees due the ASSOCIATE where, at the time of termination, the ASSOCIATE has provided a memorandum identifying each referral that will qualify as outlined below:
- 1) The prospect must have been registered with the COMPANY prior to ASSOCIATE termination and;
 - 2) The prospect must be under contract to purchase or sell real estate subject to the time limits in Paragraph 5.
- B. The payment of referral fees to a terminated ASSOCIATE whose license is not current is subject to the laws in the State of Florida.

12. ANNUAL MEMBERSHIP SERVICE FEE:

- A. Plan 1 – For 100% of referral commission to be paid to ASSOCIATE, an initial fee of \$100.00 shall be paid to Hook & Ladder Referral Services, Inc. by ASSOCIATE before membership is activated. An annual renewal fee of \$100.00 shall be paid to Hook & Ladder Referral Services, Inc. by ASSOCIATE each year by January 1st after initial association and every year thereafter. Membership fees are not prorated.
- B. Plan 2 – For 90% of referral commission to be paid to ASSOCIATE, there is no fee.
- C. If an ASSOCIATE is in arrears on their annual membership service fee when a referral closes, the ASSOCIATE will revert to Plan 2 for amount of commission payment. Tax laws preclude the COMPANY from making deductions from commissions to pay fees.
- D. ASSOCIATES who have failed to renew by paying the membership service fee for Plan 1 will revert to Plan 2. ASSOCIATES who fail to renew their real estate license will be dropped from membership. Membership can be reinstated promptly with current license and fee payments.

13. DISCLOSURE:

The ASSOCIATE must disclose that the ASSOCIATE will receive a referral fee should the referral result in a closed transaction.

14. BENEFITS:

ASSOCIATES are NOT eligible for any employee benefits.



I ACKNOWLEDGE I HAVE RECEIVED A COPY OF THE COMPANY "POLICIES AND PROCEDURES MEMORANDUM" AND THE COMPANY "INDEPENDENT CONTRACTOR AGREEMENT," HAVE READ EACH, AND AGREE TO COMPLY WITH ALL OF THEIR TERMS AND PROVISIONS.

DATED: _____

BY: _____
ASSOCIATE

DATED: _____

BY: _____
COMPANY REPRESENTATIVE

State of Florida
Department of Business and Professional Regulation
Florida Real Estate Commission
Sales Associate/Broker Sales Associate (SL/BL) Transactions
Form # DBPR RE 10

Check the box for the relevant transaction in Section I and complete the appropriate additional section(s) only. Leave the sections that are not relevant to your desired transaction blank. If you have any questions or need assistance in completing this application, please contact the Department of Business and Professional Regulation, Customer Contact Center, at **850.487.1395**.

For instructions, fees, and additional information, see Section XI, pp. 6-7, of this application.

Section I – Transaction Types

CHECK ONLY ONE OF THE APPLICATION TYPES (Use multiple forms if more than one transaction is applicable)	
<input type="checkbox"/>	Become Active – Sales Associate or Broker Sales Associate (Complete Section II) [2501/3020]
<input type="checkbox"/>	Become Inactive – Sales Associate or Broker Sales Associate (Complete Section III) [2501/4020]
<input type="checkbox"/>	Change of Broker/Employer for Sales Associate or Broker Sales Associate (Complete Section IV) <i>(Note: This transaction deactivates one's employment status with the previous broker/employer and activates employment status with the new broker/employer)</i> [2501/9007]
<input type="checkbox"/>	Add/Remove PA, LLC, PL, or PLLC – Sales Associate or Broker Sales Associate – Fee \$30.00 (Complete Section V) (F.S. 475.161) (Note: See Instructions for information on requirements in addition to this form) [2501/3090-Add, 4090-Remove]
<input type="checkbox"/>	Revert Broker License to Real Estate Sales Associate License – Fee \$85.00 (Complete Section VI) [2501/4050(Active), 4060 (Inactive)]
<input type="checkbox"/>	Become Active with an Owner/Developer - Sales Associate or Broker Sales Associate (Complete Section VII) [2501/3020]
<input type="checkbox"/>	Sales Associate or Broker Sales Associate Name Change – Fee \$25.00 (Complete Section VIII) [2501/8001]
<input type="checkbox"/>	Sales Associate or Broker Sales Associate Address Change (Complete Section IX) [2501/9006] <input type="checkbox"/> Change Physical Address <input type="checkbox"/> Change Mailing Address
<input type="checkbox"/>	Sales Associate or Broker Sales Associate Address Change with Issuance of Updated License – Fee \$25.00 (Complete Sections IX and X) [2501/8001] <input type="checkbox"/> Change Physical Address <input type="checkbox"/> Change Mailing Address
<input type="checkbox"/>	Request Duplicate License – Fee \$25.00 (Complete Section X) [2501/8001]

Section II – Become Active – Sales Associate (SL) or Broker Sales Associate (BL)

Last/Surname (SL or BL)	First	Middle	Suffix
License # (SL or BL):			
Broker's name (if sole proprietor):			
Broker license # (if sole proprietor):			
Name of real estate company (if not sole proprietor):			
Real estate company's license # (if not sole proprietor):			
Signature (SL or BL):			
Signature of qualifying broker of company:			

Section III – Become Inactive – Sales Associate (SL) or Broker Sales Associate (BL)

Last/Surname (SL or BL)	First	Middle	Suffix
License # (SL or BL):			
Name of real estate company or owner/developer SL or BL wishes to become inactive from:			
Signature (SL or BL):			

Section IV – Change of Broker/Employer for Sales Associate (SL) or Broker Sales Associate (BL)

Last/Surname (SL or BL)	First	Middle	Suffix
License # (SL or BL):			
Broker's Name (New Broker/Employer) (If sole proprietor):			
License # of new Broker/Employer (If sole proprietor):			
Name of real estate company SL or BL is joining (If not sole proprietor):			
License # of real estate company SL or BL is joining (If not sole proprietor) :			
Signature (SL or BL):			
Signature of new qualifying broker:			

Section V – Add/Remove PA, LLC, PL, or PLLC – Sales Associate (SL) or Broker Sales Associate (BL)

Last/Surname (SL or BL)	First	Middle	Suffix
License # (SL or BL):			
Add or Remove PA, LLC, PL, or PLLC?			
<input type="checkbox"/> Add <input type="checkbox"/> Remove			
Adding or Removing PA, LLC, PL, or PLLC?			
<input type="checkbox"/> PA <input type="checkbox"/> LLC <input type="checkbox"/> PL <input type="checkbox"/> PLLC			
Signature of applicant (SL or BL):			

Section VI – Revert Broker (BK) License to Real Estate Sales Associate License (SL)

Last/Surname	First	Middle	Suffix
License number:			
<p>THE UNDERSIGNED DOES HEREBY REQUEST AND CONSENTS TO THE FORFEITURE OF THE REAL ESTATE BROKER LICENSE WITH THE UNDERSTANDING THAT HIS OR HER LICENSE STATUS WILL HEREAFTER BE THAT OF ACTIVE OR INACTIVE REAL ESTATE SALES ASSOCIATE.</p> <p>I understand that signing this document will terminate my broker status with the Division of Real Estate of the Department of Business and Professional Regulation. Such Status shall not be reinstated except upon my compliance with all applicable laws of the State of Florida pertaining to initial application for licensure as a real estate broker.</p>			
Signature:		Date signed:	
<p>NOTES:</p> <ol style="list-style-type: none"> IF THE REVERTER WISHES TO BECOME ACTIVE AS A SALES ASSOCIATE IMMEDIATELY, IN ADDITION TO PROPERLY COMPLETING THIS TRANSACTION HERE, HE OR SHE MUST ALSO PROPERLY COMPLETE DEPARTMENT FORM # DBPR RE 10, "BECOME ACTIVE – SALES ASSOCIATE OR BROKER SALES ASSOCIATE" (SECTION II OF THIS FORM), OFFER PROOF OF COMPLETION OF THE 14-HOUR CONTINUING EDUCATION COURSE FOR REAL ESTATE SALES ASSOCIATES, AND REMIT THE REQUIRED \$85 FEE. Section XI (5) for instructions, requirements, and additional information. This request cannot be filed until after the expiration of the broker license. 			

Section VII – Become Active with an Owner/Developer – Sales Associate (SL) or Broker Sales Associate (BL)

Last/Surname (SL or BL)	First	Middle	Suffix
License # of (SL or BL):			
Last/Surname (Owner/Developer)	First	Middle	Suffix
Owner/Developer pseudo # (if previously established with DBPR):			
Signature (SL or BL):			
BUSINESS LOCATION ADDRESS (Owner/Developer)			
Street Address			
City	State	Zip Code (+ 4 Optional)	
County (if Florida address)	Country		

Section VIII – Sales Associate or Broker Sales Associate Name Change

LICENSEE INFORMATION	
This transaction is used when the current SL or BL licensee has a name change (e.g. through a legal name change, marriage, divorce, etc.) and must update his/her license information. This is not to transfer an SL or BL license; SL or BL licenses are non-transferable.	
License Number (SL or BL)	
Licensee name (previous)	
Licensee name (new)	
Signature (SL or BL)	

Section IX – Sales Associate or Broker Sales Associate Address Change

LICENSEE INFORMATION		
Licensee name	License Number	
Signature (SL or BL)		
NEW PHYSICAL ADDRESS		
Street Address		
City	State	Zip Code (+ 4 Optional)
County	Country	
NEW MAILING ADDRESS		
Street Address		
City	State	Zip Code (+ 4 Optional)
County	Country	

Section X – Request Duplicate License

LICENSEE INFORMATION	
License Number (SL or BL)	
Licensee name (SL or BL)	
By signing below – I hereby certify that I need a replacement license issued by the Department of Business and Professional Regulation because (check one): my current license was <input type="checkbox"/> lost <input type="checkbox"/> destroyed, or based on <input type="checkbox"/> name change or <input type="checkbox"/> address change, and that my request for a duplicate license is for a legitimate business purpose.	
Signature of SL or BL	Date

TRANSACTION CHECKLIST - IMPORTANT - Submit all items on the checklist below with your form to ensure faster processing.

TRANSACTION	TRANSACTION REQUIREMENTS
Become Active	<input type="checkbox"/> Complete this form.
Become Inactive	<input type="checkbox"/> Complete this form.
Change of Broker/Employer	<input type="checkbox"/> Complete this form.
Add/Remove PA, LLC, PL, or PLLC	<input type="checkbox"/> Complete this form. <input type="checkbox"/> Submit the \$30 fee. Make check payable to DBPR.
Revert From Status as a Broker to Real Estate Sales Associate Status	<input type="checkbox"/> Complete this form. <input type="checkbox"/> Submit the \$85 fee. Make check payable to DBPR.
Become Active with an Owner/Developer	<input type="checkbox"/> Complete this form.
Name Change	<input type="checkbox"/> Complete this form. <input type="checkbox"/> Submit the \$25 fee. Make check payable to DBPR. <input type="checkbox"/> Submit supporting legal documentation of name change (e.g. court documents showing name change, marriage license, divorce decree, etc.)
Address Change	<input type="checkbox"/> Complete this form.
Address Change with Issuance of Updated License	<input type="checkbox"/> Complete this form. <input type="checkbox"/> Submit the \$25 fee. Make check payable to DBPR.
Request Duplicate License	<input type="checkbox"/> Complete this form. <input type="checkbox"/> Submit the \$25 fee. Make check payable to DBPR.

Please mail your completed form, documentation and required fee(s) to:

Department of Business and Professional Regulation
1940 North Monroe Street
Tallahassee, FL 32399-0783

Section XI – Instructions and Additional Information

If you have any questions or need assistance in completing this form, please contact the Department of Business and Professional Regulation, Customer Contact Center, at **850.487.1395**.

1. **Become Active – Sales Associate (SL) or Broker Sales Associate (BL)**
 - a. *Information:*
 - i. This transaction allows a sales associate or broker sales associate to activate his or her license with a real estate company, whether it is a sole proprietorship or other type of business association.
 - ii. The issuance of a license is separate and distinct from the activation of a license.
 - iii. After the Department of Business and Professional Regulation (DBPR) issues a license, a sales associate or broker sales associate may not operate as same until the status of the license is updated to active with DBPR.
 - iv. Activation is possible only after the applicant (sales associate or broker sales associate) has the proper relationship with a qualified broker.
 - v. A sales associate or broker sales associate can activate his or her license after he or she has intentionally deactivated it in the past (See 2, below).
2. **Become Inactive – Sales Associate (SL) or Broker Sales Associate (BL)**
 - a. *Information:*
 - i. This transaction deactivates a sales associate's or broker sales associate's status as operational under the license of a particular qualifying broker or owner/developer.
 - ii. A sales associate or broker sales associate who wishes to become inactive, but not seek immediate activation of his or her status with another qualifying broker should seek to complete this transaction.
 - iii. A sales associate or broker sales associate seeking to move his or her active status to another qualifying broker for immediate employment should seek to complete the transaction on this form entitled "Change of Broker/Employer for Sales Associate or Broker Sales Associate," (See 3, below).
 - iv. A sales associate seeking to become active with an owner/developer immediately should complete the transaction on this form entitled "Become Active with an Owner/Developer - Sales Associate (SL) or Broker Sales Associate (BL)".
3. **Change of Broker/Employer for Sales Associate (SL) or Broker Sales Associate (BL)**
 - a. *Information:*
 - i. This transaction deactivates a sales associate's or broker sales associate's status with one qualifying broker and activates his or her status with another qualifying broker.
 - ii. The result of this transaction is that there is no break in active status.
 - iii. Sales associates or broker sales associates seeking to transfer employment to another real estate company (qualifying broker) for immediate employment should seek to complete this transaction.
 - iv. Successful completion of this transaction will result the same as successful deactivation followed by successful activation under a new qualifying broker.
4. **Add/Remove PA, LLC, PL, or PLLC – Sales Associate (SL) or Broker Sales Associate (BL)**
 - a. *Information:*
 - i. The commission shall license a broker associate or sales associate as an individual or, upon the licensee providing the commission with authorization from the Department of State, as a professional corporation, limited liability company, or professional limited liability company. A license shall be issued in the licensee's legal name only and, when appropriate, shall include the entity designation. [F.S. 475.161]
 - ii. Once this transaction is properly completed, DBPR will print a new license and mail it to the applicant.
 - iii. For more information see [Florida Real Estate Commission FAQs](#).

5. Revert Broker License (BK) to Real Estate Sales Associate License (SL)**a. Information:**

- i. [Florida Statutes, Section 475.17 (4) (c): *The license of any broker who does not complete the post-licensure education requirement prior to the first renewal following initial licensure shall be considered null and void. If the licensee wishes to operate as a sales associate, she or he may be issued a sales associate's license after providing proof that she or he has satisfactorily completed the 14-hour continuing education course within the 6 months following expiration of her or his broker's license. To operate as a broker, the licensee must re-qualify by satisfactorily completing the broker's pre-licensure course and passing the state examination for licensure as a broker.*]
- ii. This transaction is principally designed to facilitate the reversion of an individual's status as a broker as a result of failure to complete the 60-hour broker post-licensure course prior to the first renewal following licensure as a broker.
- iii. The reversion process also requires that the licensee:
 1. Complete the 14-hour continuing education requirement.
 - a. See <http://www.myflorida.com/dbpr/servop/testing/CE.html> for details.
 2. Ensure that the Department has received proof of completion of the 14-hour continuing education requirement.
 - a. *(Note: The schools transmit course completion results electronically to the Department. However, the applicant can inquire by calling the Department's Customer Contact Center at 850.487.1395.)*
 3. Submit the \$85 fee with this form. Make check payable to DBPR

b. To simultaneously become active as a sales associate:

- i. **In order to become active as a sales associate, in addition to properly completing this transaction on this form, the applicant must:**
 1. Submit an additional copy of this form, and he/she must check the box entitled "Become Active – Sales Associate or Broker Sales Associate" in Section I of this form, and fill out Section II as instructed for that transaction.
 - a. *(Note: This must be done in order to activate the applicant's license with a particular qualifying broker.)*

6. Become Active with an Owner/Developer - Sales Associate (SL) or Broker Sales Associate (BL)**a. Information:**

- i. This transaction is designed to allow the sales associate or broker sales associate to inform the Department of his or her intention to operate as a sales associate or broker sales associate with an owner/developer.

7. For the "Sales Associate or Broker Sales Associate Name Change," "Address Change with Issuance of Updated License," and "Request Duplicate License" transactions:

- i. These transactions require DBPR to mail a new hard copy of the applicant's license with the updated information.
- ii. Once the applicant receives the new license, he/she should destroy the old license.
- iii. These transactions require a fee in the amount of \$25.00. Make checks payable to DBPR.

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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).

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 on page 4.

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.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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, 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 Part II instructions on page 3 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 the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

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.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



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Agent Profile Sheet

Full Legal Name: _____

Plan 1 (100% - \$100/yr) or Plan 2 (90% - No Fee)

SS#: _____ - _____ - _____

Birth Date: ____/____/____

Address: _____

Phone: _____ - _____ - _____

Cell: _____ - _____ - _____

Fax: _____ - _____ - _____

Other: _____ - _____ - _____

E-mail Address: _____ @ _____ . _____

Website: WWW. _____ . _____

Other Information: _____

(Children, Birthdays, _____

Anniversaries, _____

etc.) _____