



## SCHMIDT REFERRAL NETWORK

4488 Cascade Rd. SE  
Grand Rapids, MI 49546  
616-559-7221  
[schmidtreferralnetwork@schmidthq.com](mailto:schmidtreferralnetwork@schmidthq.com)

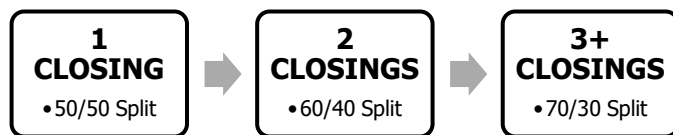
## **TRANSFERRING A COLDWELL BANKER SCHMIDT AGENT TO SCHMIDT REFERRAL NETWORK**

*Schmidt Referral Network is a license holding company designed to allow "inactive" agents to still reap the benefits of earning referral money. Referral Network is a separate entity from CBSR.*

**Schmidt Referral Network - Broker license #6505431367 - Broker of Record: Jason Rice.**

### **OPTION 1: WAIVE 1<sup>ST</sup> YEAR ANNUAL DUES**

- No upfront cost
- Can choose to stay on the Graduated Scale (\$50/year) or change to the Platinum Membership (see below) when the first year ends
- Graduated Referral Scale



### **OPTION 2: START THE PLATINUM MEMBERSHIP**

- \$200 Annual Fee (due with the transfer paperwork)
- Always have a split of 91.5% (essentially 100% minus the service/ad fees)

**\*\* MEMBERS ARE LOCKED INTO THE MEMBERSHIP FOR THE ENTIRE YEAR**

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### **IMPORTANT NOTES FOR MANAGER/ASC/RSC**

- Send Julie Vance an email stating who the agent is and confirm the date they are transferring. (Julie will notify appropriate departments to ensure fees and charges are stopped effective the transfer date)
- Contact the appropriate MLS/Board to terminate those relationships and dues

### **IMPORTANT NOTES FOR THE AGENT**

- Log-in to your MiPlus account and request to change to the Schmidt Referral Network Brokerage (they are no longer accepting paper transfer forms)
- Even while in Schmidt Referral Network, you must complete continuing education requirements: 6 hours of annual con-ed. for a total of 18 hours in the license period of three years)
- You CANNOT list or sell real estate while your license is with Schmidt Referral Network

Contact Schmidt Referral Network with any questions at 616-559-7221.



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**MEMBERSHIP PACKET**

Contents:

- Schmidt Referral Network Member Profile
- Policy and Procedure Memorandum
- Referral Associate Independent Contractor Agreement

Be sure to read, fill out and sign all forms completely.

The State of Michigan no longer accepts paper license transfer forms – you must complete this via MiPlus

- If you haven't been in MiPlus before, you will need to register for an account
- After you register and log-in to your MiPlus account, you will select 'Modification' and then 'Transfer' as the modification type. If you need additional guidance, you can watch this [YouTube Video](#).
- The Schmidt Referral Network Brokerage # is **6505431367** – After completing the modification, we will get a notification to approve/deny the transfer request.

Once all forms are fully completed, please return them to Schmidt Referral Network via mail (at the address below), or electronically (email or Dotloop). If payment is required, ensure a check is mailed with your paperwork, or look for an invoice sent via email from QuickBooks to pay with your credit card electronically.

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If you have any questions, don't hesitate to contact Schmidt Referral Network at 616-559-7221 or [schmidtreferralnetwork@schmidthq.com](mailto:schmidtreferralnetwork@schmidthq.com).

To place a referral, you can fill out our referral form and email it to [schmidtreferralnetwork@schmidthq.com](mailto:schmidtreferralnetwork@schmidthq.com) or call 616-559-7221 with the information - - we will take care of the rest!



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**SCHMIDT REFERRAL NETWORK - MEMBER PROFILE**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY/STATE/ZIP:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**HOME PHONE #:** \_\_\_\_\_ **CELL PHONE #:** \_\_\_\_\_

**SOCIAL SECURITY #:** \_\_\_\_\_

**CURRENT REAL ESTATE LICENSE #:** \_\_\_\_\_

**BROKER/OFFICE LEAVING:** \_\_\_\_\_

Schmidt Referral Network Membership Plan:

- Graduated Referral Scale (Old Program) - \$50 Annually
- Platinum Membership - \$200 Annually

Please indicate how you are paying your first-year dues:

- Credit Card – An invoice will be sent via email after receipt of this packet
- Check – Included with Packet
- First Year Waived (only an option for the **GRADUATED REFERRAL SCALE**)

**TO BE COMPLETED BY SCHMIDT REFERRAL NETWORK STAFF**

**NOTES:**

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

\_\_\_\_\_ *Accept MiPlus Transfer Request*

\_\_\_\_\_ *1st Year Dues Paid*

\_\_\_\_\_ *Files Set Up (All Clients & Personnel)*



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# **SCHMIDT REFERRAL NETWORK - POLICY AND PROCEDURE MEMORANDUM**

## **1. INTRODUCTION:**

- a. Schmidt Referral Network is a DBA's for Schmidt Real Estate, Inc. The goal of the corporation is to provide referrals to its network of cooperating brokers.
- b. This is accomplished through the Referral Network Associate whose only objective is to refer prospective buyers and sellers of real estate to Schmidt Referral Network.
- c. A referral is a lead consisting of detailed information about a prospective buyer or seller (with their consent) which is sent to the Schmidt Referral Network to be acted on by cooperating brokers.

## **2. PRIMARY DUTIES OF THE REFERRAL ASSOCIATE:**

- a. Referral associates should utilize prospecting methods which will enable them to contact prospective buyers and sellers to determine their real estate needs. The referral 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. Schmidt Referral Network will ensure the information provided is placed promptly with a qualified sales associate in the appropriate area. It is your duty to stay in close contact to see if your referral is satisfied with the service.
- b. Referral Associates may also pursue corporate contact within their personal sphere of influence. The corporate contact might lead to establishing a relationship to service corporate transferees. (Consistent with ITEM 7 of the Independent Contractors Agreement. "REAL ESTATE ACTIVITIES LIMITED TO Schmidt Referral Network). The referral associate will not make presentations to a corporation.

## **3. REGISTERING AND PLACEMENT OF REFERRALS:**

- a. All referrals should be sent to Schmidt Referral Network via phone or email to be registered and placed. Each referral will be credited to the referral associate who has submitted it first.
- b. A seller or buyer prospect lead will be placed with a sales associate in the branch office which can best service that prospect. A referral associate may request that a prospect be assigned to a particular sales associate, but the final placement decision will be at the discretion of Schmidt Referral Network and the receiving broker.
- c. If a sales associate is already working with the referred prospect, the referral associate will be notified as soon as possible that the referral is rejected. Referral associates may earn a referral fee on a prospect only if the prospect sells or buys with the agent assigned to the prospect. If the prospect has had a prior contract or buys or sells with another sales associate, no referral fee will be paid to the referral associate.

## **4. FOLLOW-UP:**

- a. A written confirmation of the referral and its assignment to a specific associate will be sent to the referral associate as soon as possible after receipt of the referral.
- b. The referral associate should follow up with the sales associate and the prospect to ensure the appropriate levels of service are being provided. The referral associate should report any changes of the prospect's status to Schmidt Referral Network.

## **5. TIME LIMIT OF ACCEPTED REFERRAL:**

- a. A buyer referral is valid for one year to obtain a signed contract.
- 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, a referral associate may extend the referral before the time limit expires. The referral extension must be placed through Schmidt Referral Network.

## **6. REFERRAL FEES:**

- a. All fees will be considered earned upon the closing of a transaction and upon receipt of the referral fee by Schmidt Referral Network. Referral fees will be paid to the referral associate as soon as possible.
- b. Referral Fee Requested: At the time the referral is placed with and accepted by cooperating broker, a referral fee will be established. The standard current fee is between 25% and 30% of the referring side.
- c. Commission Fee Split (Between Schmidt Referral Network and referral associate):
  - i. FIRST YEAR WAIVED: if the member chooses to have their first year dues waived, the member will be on a graduated referral scale. Which means, 1<sup>st</sup> closing 50/50 split, 2<sup>nd</sup> closing 60/40 split, and 3<sup>rd</sup> plus 70/30 split.
  - ii. PLATINUM MEMBERSHIP: if the member chooses to be on the Platinum program the member will receive 100% of the referral fee after 8.5% franchise fees are taken out. This membership requires \$200 dues to be paid upon membership application.

iii. GRADUATED SCALE (OLD PROGRAM): if the member chooses to be on the old program, the member will be on the graduated referral scale should they have any closings. If member chooses this program, they are locked in until their next anniversary date.

**7. REFERRAL ASSOCIATE'S PURCHASE OR SALE:**

a. Referral associates can receive a referral fee on the purchase or sale (or both) of their personal real estate.

**8. CORPORATE LEADS:**

a. Referral fees for leads used in establishing a corporate relationship (for employee relocations) will be set, based on the quality of the lead furnished and the resulting closed transactions. For more information on this, contact Shelly Shepard at 616-559-7256.

**9. COMMERCIAL PROPERTY REFERRALS:**

a. Because of the intricacies involved in the sale or purchase of commercial properties fees are sometimes negotiated in the course of the transaction. Schmidt Referral Network will put forth its best effort to collect the fee initially agreed to but cannot make any guarantees in this regard.

**10. COST AND FEES TO BE PAID BY REFERRAL ASSOCIATES:**

a. The following costs and fees are the responsibility of the associate:

i. Those outlined in the Independent Contractor Agreement, Item 10 (Expenses).

ii. Annual renewal fees shall be \$200 or \$50 (dependent on program). If not paid within 60 days an additional \$10.00 late fee will be assessed. You can pay your dues two different way:

1. Send a \$50 or \$200 check made payable to Schmidt Referral Network

2. Pay electronically via credit card (an invoice will be emailed to the email address on file during the month of your renewal)

**11. TRAINING AND EDUCATION:**

a. Referral Associates are licensed with the State of Michigan and required to maintain their Continuing Education requirements. In addition, the Associates are encouraged to utilize training and education seminars to increase productivity while at the same time effectively and ethically serving the public. Continuing education is the responsibility of the associate to track and ensure completion.

**12. TRANSFER OF REFERRAL ASSOCIATES:**

a. A referral associate who wishes to pursue a full-time career in real estate will be given the opportunity to interview with Coldwell Banker. If the referral associate transfers to Coldwell Banker, Schmidt Referral Network will honor all transactions under contract relating to the referral associate's transaction.

**13. TERMINATING OF REFERRAL ASSOCIATES:**

a. Schmidt Referral Network will honor all referral fees where the prospect is under contract to buy or sell real estate prior to the date of termination of the referral associate. The referral associate is expected to provide a list of buyers/sellers under contract prior to date of termination.

**14. PERFORMANCE STANDARDS:**

a. Schmidt Referral Network will periodically review performance requirements of associates. These reviews will be disseminated to all associates on a timely basis and it is understood could impact their association.

**15. DISCLOSURES:**

a. The referral associate must disclose that Schmidt Referral Network is a wholly owned subsidiary of Coldwell Banker Schmidt Real Estate and that the associate will receive a referral fee should the referral result in a closed transaction.

**16. BENEFITS:**

a. Referral associates are NOT eligible for any employee benefits (including medical insurance).

I acknowledge I have received a copy of this policy and procedure memorandum, have read it and agree to comply with all of its terms and provisions.

**REFERRAL ASSOCIATE SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



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## **SCHMIDT REFERRAL NETWORK - INDEPENDENT CONTRACTOR AGREEMENT**

1. **PARTIES:** The parties to this agreement are \_\_\_\_\_ (associate) and Schmidt Real Estate, Inc., DBA "Schmidt Referral Network" henceforth referred to as "Schmidt Referral Network"
2. **INTRODUCTION:** The purpose of this agreement is to establish the terms under which the ASSOCIATE shall provide services as an independent contractor for Schmidt Referral Network. Schmidt Referral Network and ASSOCIATES agree as follows:
3. **LICENSED STATUS:** Schmidt Referral Network is a licensed real estate broker and the ASSOCIATE is a licensed salesperson in the State of Michigan.
4. **COMPLIANCE WITH THE LAW:** The ASSOCIATE shall comply with all real estate licensing laws, rules and regulations, in addition, to all state laws of any other local governing entities.
5. **COMPLIANCE WITH POLICY:** ASSOCIATE acknowledges that he or she has read, understood, and subscribed to the SCHMIDT REFERRAL NETWORK POLICY AND PROCEDURES MEMORANDUM (Policy Memorandum) which is incorporated herein by reference in its entirety. ASSOCIATES and SCHMIDT REFERRAL NETWORK agree that their association shall be governed by the terms of the Policy Memorandum.
6. **INTENDENT CONTRACTUAL RELATIONSHIP:** It is the intention of the parties to establish an independent contractual relationship rather than a hiring or employment. ASSOCIATE shall retain sole discretion and judgement as to the manner and means of accomplishing the desired result of referring prospects for real estate purchases and sales to Schmidt Referral Network consistent with the terms of the Policy.
  - a. ASSOCIATE will not be treated as an employee for State or Federal tax purposes with respect to the series rendered under this agreement. Schmidt Referral Network shall, to the extent it is legally required to do so, file all necessary tax information and reports to the Federal, State, and Local taxing authorities, including the Internal Revenue Service Form 1099 to report the income of the ASSOCIATE arising under this agreement. Schmidt Referral Network shall not withhold income taxes, social security taxes, disability or unemployment insurance payments, or any other assessments or taxes from referral fees of ASSOCIATE unless required to do so by law, and ASSOCIATE will not be, subsequent to the termination of this contract, be entitled to unemployment compensation benefits.
  - b. The ASSOCIATE agrees and understands that as a self-employed independent contractor, he or she will receive no minimum salary or sick pay from Schmidt Referral Network, will not receive any type of fringe benefits; such a hospitalization, life insurance, workers' compensation insurance, etc. from Schmidt Referral Network.
7. **REAL ESTATE ACTIVITIES OF ASSOCIATE LIMITED TO SCHMIDT REFERRAL NETWORK.** ASSOCIATE shall act solely as a Referral ASSOCIATE with Schmidt Referral Network and shall not engage in any other real estate activities for which a license is required with any other individual or entity.
  - a. ASSOCIATE hereby agrees to strictly limit his or her activities to the referral of the names of prospective purchasers, sellers, or other referrals.
  - b. ASSOCIATE agrees to not list properties for sale, or lease, or show properties for the purpose of selling or leasing said properties.
8. **DUTIES ASSOCIATE AGREES TO:**
  - a. Conduct any activity requiring a real estate license strictly in accordance with this agreement and the Policy Memorandum, as well as rules and regulations of Schmidt Referral Network as may be promulgated from time to time.
  - b. Refer all prospective buyers and sellers in the manner prescribed by Schmidt Referral Network in the Policy Memorandum.
  - c. Not create or impose any liability on Schmidt Referral Network or any of its related entities; and
  - d. Transfer ASSOCIATE'S real estate license to Schmidt Referral Network as required by The State.
9. **DUTIES SCHMIDT REFERRAL NETWORK AGREES TO:**
  - a. Make available information on training to improve the prospecting skills of the ASSOCIATE;
  - b. Provide a system for processing ASSOCIATE'S referrals of prospective buyers and sellers;
  - c. Coordinate with cooperating brokers for the follow-up necessary to fulfill the terms of agreement;
  - d. Provide confirming data to ASSOCIATE regarding each referral;
  - e. Pay promptly to ASSOCIATE upon receipt by Schmidt Referral Network the fees resulting from a successful referral transaction from ASSOCIATE, as provided in the Policy Memorandum. Schmidt Referral Network shall not be liable to ASSOCIATE for any fees not collected by Schmidt Referral Network, nor shall Schmidt Referral Network be obligated to pursue collection of any such fees on behalf of ASSOCIATE.

- f. Schmidt Referral Network shall be the sole judge of whether any transaction was initiated by an ASSOCIATE. In case of any dispute between an ASSOCIATE and any other person, binding and final decisions on behalf of the associate will be at the sole discretion and responsibility of Schmidt Referral Network.
10. **EXPENSES:** ASSOCIATE and SCHMIDT REFERRAL NETWORK agree during the term hereof at their own separate expense, to keep their respective real estate license in full force and effect, and ASSOCIATE agrees to pay for his or her own license, professional dues and fee, cost of mailing, telephone or transportation, taxes and contributions payable to Federal, State, County or Local Government agencies or any other government instrumentalities arising out of his or her activities as an ASSOCIATE.
  11. **PUBLICITY:** ASSOCIATE acknowledges that from time-to-time SCHMIDT REFERRAL NETWORK may utilize ASSOCIATE'S name, picture, recorded voice or description in its training material, advertising, or other publications. ASSOCIATE agrees to release and hold harmless Schmidt Referral Network for any compensation or other liability with respect to its usage during the term of this agreement and thereafter.
  12. **REAL ESTATE BOARDS:** ASSOCIATE acknowledges that he or she has been informed by Schmidt Referral Network that Schmidt Referral Network is not a member of any Board of Realtors or any multiple listings service and has no intention of becoming such member.
  13. **CONFIDENTIALITY:** ASSOCIATE covenants and agrees to hold confidential all information pertaining to or connected in any way with the business of Schmidt Referral Network and will not divulge any such information to any person, firm, or corporation during the course of membership.
  14. **LIMITATION ON AUTHORITY:** ASSOCIATE shall have no authority to bind Schmidt Referral Network by any promise, statement, or representation unless specifically authorized to do so in writing by Schmidt Referral Network. Schmidt Referral Network shall not be liable to ASSOCIATE or responsible to other persons or entities for any expenses incurred by ASSOCIATE or for any of ASSOCIATE'S acts, except as specifically required by law. NOTE: Any and all advertising or mail-outs must be approved by Schmidt Referral Network before circulated.
  15. **INDEMNIFICATION:** ASSOCIATE agrees to indemnify Schmidt Referral Network and hold it harmless from all claims, demands and liability, including costs, attorney fees and damages of any nature, actual or punitive, to which Schmidt Referral Network may be subject by reason of any action taken or omitted by ASSOCIATE, or misrepresentations, promises or untrue statements made by ASSOCIATE during the life of this agreement or occurring therefrom, including, with limitation, acts which may be deemed to be outside the scope of this agreement for which a claim is made against Schmidt Referral Network.
  16. **LEGAL DISPUTES:** The referring Associate whether named or not in a dispute subject to litigation and legal expense understands Schmidt Referral Network will be the deciding factor regarding any procedure and/or settlement. In the event the decision of Schmidt Referral Network is not satisfactory to ASSOCIATE, he or she shall have the right to select legal counsel separate from Schmidt Referral Network and in such event Schmidt Referral Network would not proportionately share the expense incurred, but each would be responsible for their own individual expense and/or liabilities so incurred.
  17. **TERM/TERMINATION:** This agreement shall continue in full force and effect until terminated by either party hereto. Either party, at will, may terminate this agreement by notifying the other party in writing of the desire to so terminate. The right of the parties to any commission or division which occurred prior to the time of said notice shall not be divested by that termination of this agreement. Failure of either party to keep a license in full force and effect shall cause this agreement to terminate automatically as of the date when such license expires, is revoked, or is cancelled. Said ASSOCIATE will receive fees from Schmidt Referral Network on those referrals pending as set forth in the Policy Memorandum.
  18. **GOVERNING LAW:** This agreement shall be governed by and interpreted according to the laws of the state of which services pursuant thereto are to be performed.
  19. **SUCCESSORS/ASSIGNMENT:** This agreement shall accrue to the benefit and be binding upon the successors in interest of Schmidt Referral Network. However, this agreement is based on the personal services of ASSOCIATE'S right or duties hereunder without the prior written consent of Schmidt Referral Network.
  20. **ENTIRE AGREEMENT:** This agreement and the Schmidt Referral Network Policy and Procedure Memorandum, which is made a part of hereof, constitutes the agreement of the parties. This agreement may not be modified except in writing by both parties. The Policy Memorandum may be modified unilaterally by Schmidt Referral Network upon notice to ASSOCIATE. Any such modification shall be prospective only.

IN WITNESS WHEREOF, this agreement has been executed on the date below.

**REFERRAL ASSOCIATE SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_