



Referral Agent Code
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434 W. Hillsboro Blvd.  
Deerfield Beach, FL 33441

**Referral Agent  
Application and Agreement**

Referral Agent Information				
Name of Consultant			Social Security #	Federal I.D. #
Company Name			Business Phone	
Address			Apt. or Suite Number	
City	State	ZIP	Home Phone	
Comments	E-Mail		Fax	Cell Phone

Individual       Partnership       Corporation       Sole Proprietorship

**Referral Commission is \$50.00 for any referral that signs up for TRACI.net service.\***

\*Combined services must be greater than \$100 annual billable value to be eligible for \$50.00 referral. Checks will be mailed within 5 days of receipt of customer payment.

**As a Referral Agent / Independent Contractor I understand and agree to the terms and conditions as stated with this application.**

**X** \_\_\_\_\_      \_\_\_\_\_  
Signature      Date

\_\_\_\_\_  
Signature  
TRACI Network Solutions      \_\_\_\_\_  
Date

TERMS and CONDITIONS

These Terms and Conditions are between TRACI Network Solutions, Inc., (TNS), a Florida Corporation, and the Independent Contractor (Referral Agent).

The Referral Agent agrees to the following Terms and Conditions:

All referrals solicited and submitted to TNS by the Referral Agent shall be subject to acceptance by TNS.

All Referral Agents shall be approved and accepted by TNS. A signed copy constitutes acceptance of all applications by TNS, being submitted by the Referral Agent. All Referral Agents must be of consenting age in the state where the Referral Agent resides.

Expenses: Since all Referral Agents are Independent Contractors, they are responsible for any and all expenses which result from the operation of their Independent Sales/Development effort. This includes, but is not limited to any and all costs related to the normal course of business, i.e., professional and licensing fees, telephone expenses, travel, meals and entertainment, sales, marketing and advertising expenses.

The Referral Agent shall not involve TNS in any contractual relationship relative to his or her business entity.

Responsibility of Taxes: All Referral Agents shall be solely responsible for the payment of all Federal, State, County and Local income taxes, since TNS does not withhold any income taxes from the commissions paid to the Referral Agent.

The Referral Agent shall be responsible for the payment of all taxes to Federal, State and Local authorities. The Referral Agent shall be supplied with an IRS Form 1099 on an annual basis in accordance with the laws outlined by the Internal Revenue Service.

The Referral Agent shall be responsible to pay all self-employment taxes.

Unemployment Insurance: TNS shall make no contribution to any state unemployment fund due to the fact that the Referral Agent is an Independent Contractor. No monies will be deposited in an unemployment insurance fund, by TNS for the Referral Agent who is not eligible to claim unemployment compensation.

Commissions: The Referral Agent shall not be entitled to any payments of commissions unless both the Referral Agent and TNS sign this agreement. All commissions shall be in accordance with the policies which now or may from time to time exist.

Benefits: The Referral Agent is engaged in their own independent business and as an Independent Contractor is not eligible for and shall not participate in any employee pension, health or other benefit plan of TNS.

Authorized Sales and Marketing Materials: Any materials the Referral Agent wishes to use to promote TRACI.net's services must be approved in writing by TNS. The Referral Agent shall be prohibited from using, duplicating or producing any TNS logo, symbol or trademark of TNS or its affiliates or representatives, without the written authorized consent of TNS.

Policies: The Referral Agent agrees to adhere to all TNS policies and procedures now in existence and those which may from time to time be added, changed or modified by TNS.

\_\_\_\_ initials Referral Agent

Severability of Covenants: All agreements and covenants contained in this agreement are severable and in the event any of them will be held to be invalid by any court or Arbitrator having jurisdiction herein, the Agreement shall be interpreted as if such invalid terms or covenants were not contained herein; and this Agreement shall in all other ways be valid and enforceable.

Termination: TNS has the right to suspend or terminate this Agreement immediately in the event the Referral Agent breaches any part of this agreement. Either party must give TEN (10) days written notice for termination without cause.

Jurisdiction: The Referral Agent affirms and understands that this Agreement is not binding until such time that TNS accepts this Agreement and that this Agreement shall be construed in accordance with and governed by the laws of the State of Florida, and the parties by this Agreement consent to jurisdiction of the courts of the State of Florida.

Arbitration: Both Parties agree that any controversy arising out of or relating to this Agreement or the breach thereof shall be determined by arbitration in accordance with the rules of the American Arbitration Association for such controversies and judgment upon the award therein rendered may be entered in any court having jurisdiction thereof. The Referral Agent hereby consents to jurisdiction in the State of Florida, County of Broward for any dispute arising under this Agreement. In the event TNS and the Referral Agent are unable to mutually agree upon an arbitrator within a period of THIRTY (30) days from the request for arbitration, by either party, then the arbitrator shall be one selected by the American Arbitration Association. Any fees relating to the arbitration shall be wholly absorbed by the Referral Agent.

Non-Disclosure: The obligation to protect the confidentiality of information received shall survive for a period of THREE (3) years from the date of termination of this agreement.

Acceptance or Rejection of this Application: The Referral Agent has full knowledge and understanding that TNS shall not accept or reject any application as a result of national origin, race, creed or sex.

This Agreement supersedes any prior oral or written understandings and constitutes the entire Agreement between the parties with respect to its subject matter; and no modification, amendment or waiver thereof shall be effective unless in writing and signed by TNS.

Term of Agreement/Renewal Clause: The term of this Agreement is as indicated on the face of this Agreement and shall be renewed for successive ONE (1) year periods automatically, without action required by either party, unless this Agreement is terminated by notice as provided for elsewhere in this Agreement.

Notices: Any notice of communication required or permitted as it relates to this Agreement is to be submitted via Certified Mail or delivered:

To TNS: TRACI Network Solutions  
434 W. Hillsboro Blvd.  
Deerfield Beach, FL 33441

To Referral Agent: (At address filled in on the front side  
of this Agreement)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year listed on the front side of this Agreement.

\_\_\_\_ initials TNS