



# BAIRD & WARNER

## Referral Associates Network

### MEMBERSHIP CHECKLIST

Please read and sign all paperwork in the enclosed application package

**Enclosed in your Membership Packet you will find:**

- Membership Benefits Form
- Baird & Warner Referral Associates Network Policy and Procedures Manual
- Referral Fee and Commission Examples
- Member Information Form
- Baird & Warner Referral Associates Network Membership Agreement

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- If you are currently licensed, have your current Broker invalidate your license and include it with your paperwork. Your license must include the following:
    - Termination date
    - Managing Broker's signature
    - Managing Broker's license number
  - If you are newly licensed, please enclose the four original score sheets, along with the original transcripts from your real estate school (must have the embossed seal). Please do not fill in the employee information on page 4 of the score report. We will fill in the information for the 45-day permit sponsor card.

Baird & Warner Referral Associates Network will process your paperwork and issue you a 45-day permit sponsor card, which is to be used until your new license naming Baird & Warner Referral Associates Network as your sponsoring broker is issued. Baird & Warner Referral Associates Network, in accordance with Illinois license law, will hold your license, and a new sponsor card will be mailed to you.

**Attach two checks payable to:**

- **Illinois Department of Financial and Professional Regulation**  
\$25.00 to transfer your license from one company to another **OR**  
\$125.00 for a first-time license
- **Baird & Warner Referral Associates Network**  
\$100.00 annual membership fee. (A 100% membership fee rebate will be sent to you after you have two closed referrals in a calendar year).

**Please return the completed Member Information Form , the signed Membership Agreement and Policy and Procedures Manual Agreement, and your two checks to:**

Baird & Warner Referral Associates Network  
120 S. LaSalle Street, Suite 2000  
Chicago, Illinois 60603

Please call 312.857.9902 with any questions.



# BAIRD & WARNER

## Referral Associates Network

### MEMBERSHIP BENEFITS

- Earn substantial referral fee income by generating local, national and international referrals, by referring all types of property
- Keep your real estate license active while eliminating costs associated with salesperson licensing status such as MLS fees, board dues and errors and omissions insurance
- Remain active in real estate without the full-time workload
- Establish and maintain customer relationships by offering a valuable service
- Earn more money than with most license holding companies
- Enjoy convenient continuing education classes
- Receive a 100% membership fee rebate for two closed referrals in a calendar year
- Earn even more referral commissions with three or more closed referrals in a calendar year
- You have the option of choosing your agent, or we can place your buyers and sellers with highly qualified, full-time real estate agents
- We provide all the tools you will need to succeed, including:
  - Access to the Referral Associates Network office web page
  - High-end marketing materials, including business cards and postcards



**BAIRD & WARNER**

**Referral Associates Network**

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**Policy and Procedures  
Manual for  
Referral Associates**

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## **About Baird & Warner Referral Associates Network (“RAN”)**

Referral Associates Network (“RAN”) is a license holding company designed for real estate licensees who have an active real estate license, but do not want to pursue real estate as a full-time career. RAN members use their Illinois real estate licenses to earn substantial income by referring customers and without listing or selling real estate. Here’s how it works: When Referral Associates have clients or contacts who are interested in buying or selling real estate, and have the clients’ permission to refer them through RAN to other real estate agents who do list and sell real estate, Referral Associates follow simple procedures to register their client with Referral Associates Network. Referrals are placed locally with a Baird & Warner Residential Sales agent, or nationally through the Leading Real Estate Companies of the World® network. Requests for specific Realtors® or Brokers are honored.

### **Independent Contractors**

Referral Associates are independent contractors who are licensed by the State of Illinois. Referral Associates must sign the Baird & Warner Referral Associates Network Membership Agreement before working with Referral Associates Network and are subject to its terms and conditions. Referral Associates, as independent contractors, are responsible for keeping their own accounts of earnings for each year. They also pay their own taxes, social security, and related collections or payments. Referral Associates Network provides Referral Associates with the Federal Government Form No. 1099 according to Federal regulations.

### **Baird & Warner Referral Associates Network Membership**

A \$100.00 annual membership fee will be due each year. A late fee will be applied to all dues received after the due date. Referral Associates who have failed to pay their dues within 30 days after the due date will automatically be terminated.

### **Procedures for Registering Referrals**

All referrals are phoned in to 312.857.9902, sent electronically using the buyer or seller referral e-forms located on the Baird & Warner Referral Associates Network website ([www.bwran.com](http://www.bwran.com)), or e-mailed to [christina.urbina@bairdwarner.com](mailto:christina.urbina@bairdwarner.com). When placing a referral, Referral Associates must include client information, including names, addresses, business phone and home phone numbers, along with other pertinent information to assist the referral coordinator in placing



referrals with agents best suited to fit their client's needs. All referrals MUST first be registered with Baird & Warner Referral Associates Network to ensure proper credit and payment. If a referred client is already working with a sales agent, RAN will notify the Referral Associate that the referral will not be accepted.

All referrals remain active for 18 months. If referred clients have one or more transactions during this period, Referral Associates Network collects and pays referral fees for each subsequent transaction. If no transactions occur during the 18 months, Referral Associates must submit a new registration which must be accepted by Baird & Warner Referral Associates Network.

Once Baird & Warner Referral Associates Network receives and registers referrals with local and national Realtors®, the receiving broker pays a referral fee to Baird & Warner Referral Associates Network. Referral Associates are paid referral fees based on their current commission level.

## **Out of Area Referrals**

In addition to placing referrals of prospective buyers and sellers interested in residential or commercial property in Illinois, Referral Associates Network places referrals of customers who are moving out-of-state or across the country with the Leading Real Estate Companies of the World® network of brokers. Leading Real Estate Companies of the World® is the country's largest network of leading independent real estate firms who set the standard of quality service focusing on the special needs of individuals and families relocating from one area to another.

## **Referral Fees**

Referral Associates receive 50% of the referral fee paid to Referral Associates Network by a broker. Referral Associates may refer their own properties and will receive 75% of the referral fee. Referral Associates must be listed as a purchaser or seller on the HUD-1 settlement statement. Referral Associates who have three or more closed referrals in one calendar year receive 75% of the referral fee received on all subsequent referrals closed in the same calendar year.



## Non-Residential Referrals

Referrals on non-residential properties, such as commercial, industrial, or vacant land, are welcome. However, these referrals are very specific and may not be accepted on a referral basis by other Realtors®. Please call us for additional information on these types of referrals.

## Fees and Expenses

Baird & Warner Referral Associates Network does not maintain membership in any Boards of Realtors® or Multiple Listing Services. Therefore, Referral Associates need not maintain these memberships.

Referral Associates are responsible for the following expenses:

- \$100.00 Referral Associates Network annual membership fee, and is refunded after two closed referrals in one calendar year. A late fee will be charged
- All licensing fees payable to the Illinois Department of Financial and Professional Regulation
  - \$25.00 fee to transfer a license from one company to another
  - \$125.00 fee for first-time licensing
- Cost of business cards and marketing materials
- Costs related to meeting Continuing Education requirements mandated by the Illinois Department of Financial and Professional Regulation
- Other expenses incurred as a result of real estate activities

## Advertising and Promotional Materials

Referral Associates are encouraged to develop prospecting methods and materials that will enable them to refer buyers and sellers and generate referral income. All advertising and promotional material must be approved by the Baird & Warner Referral Associates Network Sales Manager prior to distribution, and will be reviewed for adherence to applicable licensing laws and regulations of the Illinois Department of Financial and Professional Regulation.



## Electronic Systems

Baird & Warner provides electronic communication systems to its Referral Associates to assist and facilitate business communications. They are provided for legitimate business use only. Referral Associates shall comply with the following policies:

- All business electronic communications systems and all communications and stored information transmitted, received, or contained in the Company's information systems are the Company's property and are to be used solely for job-related purposes. To ensure proper use of communication systems, the Company may monitor the use of these systems from time to time.

Use of the electronic communication systems to violate any Company policies, including but not limited to transmission of defamatory, obscene, offensive, or harassing messages, or messages that disclose personal information about other individuals is prohibited.

Inappropriate use of the electronic systems may result in loss of access privileges and disciplinary action up to and including termination of membership agreement.

## Electronic Advertising

Referral Associates shall comply with the advertising regulations of the Illinois license law. All restrictions and requirements that apply to other forms of advertising also apply to advertising on any Internet website and to advertising via e-mail.

- **E-Mail**  
Referral Associates must identify themselves and Baird & Warner Referral Associates Network in all e-mail correspondence. Individual signature blocks must include the Referral Associate's Name, and the company name, which is "Baird & Warner Referral Associates Network. "
- **Unsolicited Communications**  
Referral Associates must comply with all federal and state laws and regulations governing unsolicited communications with consumers. These laws and regulations prohibit unsolicited telephone calls, e-mails and faxes.



Accordingly, Referral Associates shall not call, e-mail, or fax any person or entity with whom they do not have an existing business relationship. Any Referral Associate who violates any law or regulation in accordance with this policy shall be held personally responsible for any fines or penalties.

Baird & Warner Referral Associate Network reserves its rights under federal and Illinois law and regulations to block all unsolicited business communications from individuals and other entities.

## Referral Associate License Transfer

Membership in Referral Associates Network is on an “at will” basis. Referral Associates may transfer their licenses at anytime. Requests for termination must be in writing. License terminations are normally processed within one week of receipt of requests. Baird & Warner Referral Associates Network will pay referral fees after license termination if the client is under contract to buy or sell real estate prior to the date of termination of the Referral Associate’s license.

## Name Regulations

The Illinois Real Estate License Act and IDFPR rules require the following information on your real estate license:

### Section 1450.110 Change of Information

a) ...If the licensee regularly practices under a diminutive of their first name (e.g., Meg for Margaret, or Mark for Mariuz, or Sam for Shamim), last name or a middle name instead of the licensee’s full legal name, the licensee shall notify IDFPR of the alternate name. To help ensure proper credit, the licensee shall ensure that all continuing education certificates are issued under the name of the licensure.

Therefore, Referral Associates who practice real estate (such as in advertising or for income tax purposes) under a different name than the name appearing on their real estate licenses, must contact IDFPR to determine proper licensing.



I have read, understand and agree to comply with the Baird & Warner Referral Associates Network Policy & Procedures Manual.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Referral Associate



# BAIRD & WARNER

## Referral Associates Network

## REFERRAL FEE & COMMISSION EXAMPLES

### Local referrals closed through Baird & Warner

A referral fee of 35%, of the buying or listing side, will be paid to Baird & Warner Referral Associates Network. The referral fee will be split 50/50 with the Referral Associate. If the Referral Associate refers their personal residence, the Referral Associate will receive 75% of the referral received.

Sales Price	\$ 325,000
Referred function commission split	3%
Amount paid to Baird & Warner	\$ 9,750
Amount paid to Baird & Warner Referral Network based on a 35% referral fee	\$ 3,412.50
Amount to Referral Associate	\$ 1,706.25

### Referrals to other brokers that typically pay a 25% referral fee

Sales Price	\$ 325,000
Referred function commission split	3%
Total commission to "other" broker	\$ 9,750
Amount paid to Baird & Warner Referral Network based on a 25% referral fee	\$ 2,437.50
Amount to Referral Associate	\$ 1,218.75

### Referrals placed out of the area

Sales Price	\$ 325,000
Referred function commission split	3%
Total commission to "other" broker	\$ 9,750
Amount paid to Baird & Warner Referral Network based on a 25% referral fee	\$ 2,437.50
20% fee to the Leading Real Estate Companies of the World network	\$ 487.50
Amount to Referral Associate	\$ 975.00



# BAIRD & WARNER

## Referral Associates Network

### MEMBER INFORMATION FORM

*Please Print*

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone #: \_\_\_\_\_ Cell Phone #: \_\_\_\_\_

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

**\*\* For marketing and advertising pieces your email will be published as [firstname.lastname@bwreferrals.com](mailto:firstname.lastname@bwreferrals.com) which is an email mask that will automatically forward any emails sent to that email address to your personal email on file.**

License Status (please check one):

Salesperson  Broker  New

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

Date of Birth: \_\_\_\_\_

How did you hear about Baird & Warner Referral Associates Network? \_\_\_\_\_

Are you currently a Baird & Warner employee? (Y/N) \_\_\_\_\_

*To be completed by Baird & Warner Referral Associates Network:*

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

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

*To be completed by Human Resources:*

B&W ID Number: \_\_\_\_\_

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

IT Notified: \_\_\_\_\_

Completed by: \_\_\_\_\_ Date completed: \_\_\_\_\_



**Baird & Warner Referral Associates Network  
REFERRAL ASSOCIATE MEMBERSHIP AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between BAIRD & WARNER REFERRAL ASSOCIATES NETWORK, Inc., an Illinois corporation, whose principal place of business is of 120 South LaSalle Street, Chicago, IL ("Company") and

\_\_\_\_\_

("Referral Associate")

of \_\_\_\_\_

(Address)

**WITNESSETH THAT:**

WHEREAS, Company is a corporation duly organized under the laws of the State of Illinois and is authorized and licensed to engage in a general real estate brokerage business; and

WHEREAS, Referral Associate desires to be associated with Company as an independent contractor for the sole purpose of making referrals of prospective real estate clients and customers;

**NOW THEREFORE:**

In consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Referral Associate represents that he/she is duly licensed by the State of Illinois as a Real Estate Salesperson or Broker. Referral Associate is responsible for license renewals, fees, and complying with continuing education requirements.
2. Referral Associate shall use his/her best efforts to promote the Company and Referral Associate's referral business in order that both may derive the greatest profit.
3. Referral Associate understands that engaging in any real estate business other than the referral business set forth herein shall immediately terminate this Agreement. Referral Associate represents that he/she is not working and shall not work on a full or part time basis as a real estate salesperson or broker. Referral Associate represents that he/she does not and shall not list, sell, auction, or lease real estate on behalf of others, shall not conduct open houses, negotiate contracts, or engage in any other licensed activity as defined by the Illinois Real Estate License Act and its rules.
4. Referral Associate shall conduct his/her referral business so as not to diminish or impair the goodwill, reputation, business and profits of Company. Specifically, but not by way of limitation, Referral Associate shall not commit any act for which the Illinois Department of Financial and Professional Regulation suspends or revokes a real estate sales license.
5. Company shall furnish Referral Associate with information and cooperation in connection with Referral Associate's referral business.
6. Company shall have no authority to control Referral Associate's referral business. This agreement does not establish an employment relationship between Referral Associate and Company. Referral Associate is not entitled to a salary, sick pay, or any other benefits from Company. Referral Associate is responsible for payment of all federal, state, and local taxes and FICA.

7. All commissions earned by Referral Associate are due and payable to Company. Referral Associate shall receive a proportionate share of a collected commission as set forth from time to time by Company in the Referral Associate Policy and Procedure Manual ("Manual") and Company shall receive the balance. Referral Associate shall not enter into special arrangements relating to payment or division of commission with any prospective client or customer. In no case shall Company and Referral Associate be liable to one another for any commission prior to its receipt. Company shall pay to Referral Associate his/her proportionate share of commission due pursuant to this Agreement as soon as practicable after collection.
8. Referral Associate's only source of compensation for services under this Agreement shall be commissions paid pursuant to paragraph 7. Referral Associate shall be liable for any and all expenses incurred in connection with his/her performance of his/her obligations hereunder, including without limitation, any expenses incurred in making referrals. Referral Associate shall not be entitled to reimbursement for such expenses.
9. Referral Associate acknowledges that he/she has reviewed, understands, and agrees to abide by the Manual. Referral Associate acknowledges: 1) that the Manual may be changed and updated from time to time, 2) that Referral Associate is bound by such changes and updates as they occur, and 3) that it is Referral Associate's responsibility to become informed of such changes and updates.
10. Referral Associate shall pay a non-refundable annual membership fee to Company in the amount set by Company from time to time. Company shall assess Referral Associate a service fee, as set forth the Manual, for any dishonored personal checks and/or credit card payments.
11. Either party may terminate this Agreement and the association it creates at any time upon written notice to the other party. The rights of the parties to any commissions, which accrued prior to the date of such notice to terminate, shall survive termination of this Agreement. Any commissions due Referral Associate on transactions closed after termination by either party for any reason shall be subject to a processing fee as set forth in the Manual. Referral Associate shall not, after termination of this Agreement by either party, use to his/her advantage, or to the advantage of any competing person or entity, any information gained from his/her association with the Company and not generally known.
12. Referral Associate shall indemnify, save, defend and hold Company harmless from any and all loss, damage, cost, or expense, including reasonable attorneys' fees, incurred by Company, arising out of this Agreement, or in the collection of fees or commissions due to Company under the terms of this Agreement, providing Company is not at fault.

**BAIRD & WARNER REFERRAL ASSOCIATES  
NETWORK, INC.**

**REFERRAL ASSOCIATE**

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_