



REFERRAL FEE AGREEMENT (SAMPLE)



Sample Provided By: **CLIENT RELO**

PERSONS AND ENTITIES. The parties to this Referral Fee Agreement are:

REFERRING BROKER: _____ (Brokerage Firm Name)

REFERRING AGENT: _____ (Agent/Licensee)

Address: _____

Phone: _____ Fax: _____ E-mail: _____

RECIPIENT BROKER: _____ (Brokerage Firm Name)

RECIPIENT AGENT: _____ (Agent/Licensee)

Address: _____

Phone: _____ Fax: _____ E-mail: _____

This is a LISTING REFERRAL --OR-- BUYER REFERRAL --OR-- LEASE REFERRAL

PRINCIPAL: _____ (Client or Customer Name)

Address: _____

Phone: _____ Fax: _____ E-mail: _____

If a Buyer Referral, complete any that apply: Will lease first

Reason for move: _____

Contingent on Sale of Property (Property is --OR-- is not in Escrow)

FEE. In consideration of the referral of the above-named Principal, Recipient Broker hereby agrees to pay to the Referring Broker in the amount of (*select and complete one*):

\$ _____.

40 % of the commission received by Recipient Broker on the referred side of any real estate transaction.

Other: _____

Recipient Broker shall pay the referral fee to Referring Broker within **30** business days of Recipient Broker's receipt of commission on the transaction involving Principal and bank clearance of said funds.

EXPIRATION. This Agreement will expire on _____ (specified date of expiration). Should the Principal be in escrow at the time this agreement expires the obligation to pay the above-referenced referral fee shall survive the expiration date and payment shall be made in accordance with this Agreement.

RELATIONSHIP. The relationship between the Parties is and shall remain at all times that of an independent contractor. Nothing in this Agreement shall be deemed to create any form of partnership, principal-agent or employer-employee relationship or joint venture agreement between Referring Broker and Recipient Broker. As an independent contractor, Referring Broker has no decision-making authority on behalf of Recipient Broker or any client, employee or associate of Recipient Broker, and unless authorized in advance by Recipient Broker, any representations or other characterizations made by Referring Broker to any third party are not binding on Recipient Broker.

GENERAL TERMS. This writing supersedes all prior negotiations pertaining to commission between the Broker, seller and seller's agents, and is the final embodiment of such negotiations. In the event that any provision of this Agreement shall be held to be invalid or unenforceable, such ruling shall not affect the validity or enforceability of the remainder of the Agreement in any respect whatsoever.

This Agreement is executed and intended to be performed in the State of XXXX, and the laws of XXXX shall govern its interpretation and effect. The parties agree that the State of XXXX, and the county in which the Property is located, is the appropriate judicial forum for any litigation related to this Agreement.

In the event suit is brought by either party to enforce this Agreement, the prevailing party is entitled to court costs and reasonable attorney's fees.

Should both parties to this Agreement be members of the National Association of REALTORS® , the parties specifically agree to resolve any dispute regarding payment of any referral fee pursuant to the National Association of REALTORS® Code of Ethics and Arbitration Manual.

This Agreement may be signed by the parties manually or electronically (digitally) and on more than one copy, which, when taken together, each signed copy shall be read as one complete form. Facsimile signatures may be accepted as original.

Recipient Broker's obligation to pay Referring Broker an earned fee is binding upon Recipient Broker's heirs, administrators, executors, successors and permitted assignees. All Recipient Brokers executing this Agreement are jointly and severally liable for the performance of all its terms. Time is of the essence of this Agreement and each of its terms.

Additional Remarks:

REFERRING BROKER:

(Broker Name)
License No: _____ State: _____ Exp: _____
Signature: _____
Date: _____

RECIPIENT BROKER:

(Broker Name)
License No: _____ State: _____ Exp: _____
Signature: _____
Date: _____

REFERRING AGENT:

Name: _____

RECIPIENT AGENT:

Name: _____

THIS REFERRAL AGREEMENT IS NOT VALID UNLESS IT IS SIGNED BY THE BROKERS.

Commissions payable for the sale, purchase, exchange, option or lease of property are not set, fixed, controlled, suggested, maintained or recommended by any Board or Association of REALTORS® , Commercial Information Exchange or Multiple Listing Service or in any manner other than as negotiated between brokers.

THIS FORM HAS BEEN APPROVED BY THE XXXX ASSOCIATION OF REALTORS® (XXXX). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is available for use by the real estate industry. It is not intended to identify the user as a REALTOR® . REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.