

Broker To Broker - Referral Agreement

Date of Referral Agreement: _____

A. Company Referring The Buyer Or Seller:

Name of Company referring the Buyer or Seller: ReferRealtySM

Company Address: PO Box 26, Purmela, TX 76566

Company Phone Number: 254-721-7522

Company Real Estate License #: 9008207

Company Federal ID # (for tax purposes): 83-2821778

Name of Licensee referring the Buyer or Seller: _____

Licensee Phone Number(s): _____

Email Address: _____

B. Company Agreeing To Pay Referral Fee:

Name of Company agreeing to pay referral fee: _____

Company Address: _____

Company Phone Number: _____

Company Real Estate License #: _____

Name of Licensee agreeing to pay referral fee: _____

Licensee Phone Number(s): _____

Email Address: _____

C. **Referral Fee:** 25% of the total gross referred ___ Buying ___ Listing side commission(s) received will be paid to the Company referring the Buyer or Seller within 7 calendar days of receipt of commission(s). NOTE: This is a percentage of the actual dollar amount of the commission earned, not a percentage of the sales price.

D. **Expiration Date:** This Agreement begins on the last date signed below, and expires on the following Expiration Date: _____ at 11:59 PM. This Agreement will automatically extend through the term of any agency agreement entered into with the referred Buyer or Seller, or if negotiations have begun, through any closing date(s).

E. Name And Contact Information Of The Buyer Or Seller Referred:

Name of ___ Buyer ___ Seller: _____

Current Address: _____

Home Phone: _____ Work Phone: _____

Cell Phone: _____ Email Address: _____

F. **Mediation and Arbitration:** If any dispute or claim in law or equity arises out of this Agreement, and the parties are unable to resolve the dispute, the parties agree to attempt in good faith to settle such dispute or claim by non-binding mediation through a mutually agreed upon dispute resolution company located in Texas. If the mediation is not successful, the parties agree to binding arbitration before a mutually agreed upon arbitrator in accordance with the Rules of Commercial Arbitration of the American Arbitration Association.

G. **Governing Law:** This Agreement shall be governed by, interpreted, construed, applied and enforced in accordance with the laws of Texas. The courts of the State of Texas, or the federal court of the United States situated therein, as applicable, shall have sole and exclusive jurisdiction over any action, claim, demand, proceeding or lawsuit whatsoever arising under or in relation to this Agreement or its subject matter. The parties irrevocably agree, consent and submit themselves to the subject matter and personal jurisdiction of such courts for such purposes. The arbitration of any dispute under this Agreement shall be held in Travis County, Texas.

H. **Complete Agreement:** This Agreement is the complete and exclusive statement of the agreement between the parties, and supersedes all prior agreements, oral or written, and all other communications, promises or discussions between the parties relating to the subject matter of the Agreement. This Agreement may only be amended by a written instrument executed by both parties hereto.

By signing below, the parties agree to the terms of this Agreement and represent that they each

hold an active real estate Broker's license in good standing in the state and/or country indicated and further agree, with respect to this transaction, not to negotiate within any state and/or country in which they are not licensed.

Signatures for the Company referring the Buyer or Seller:

X _____ X _____
Licensee Date & Time Managing Broker Date & Time

Signatures for the Company agreeing to pay referral fee:

X _____ X _____
Licensee Date & Time Managing Broker Date & Time