

REFERRAL FEE AGREEMENT



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1. **ORIGINATING BROKERAGE**

2. Brokerage: _____ Brokerage Firm Code: _____ (if applicable)

3. Referring Agent: _____ Agent Code: _____ (if applicable)

4. Agent's Office Address: _____

5. City: _____ State/Prov.: _____ Zip/PC: _____ Country _____

6. Agent's Phone: _____ Fax: _____ Email: _____

7. **RECEIVING BROKERAGE**

8. Brokerage: Realty Executives Arizona Territory Brokerage Firm Code: 498308 (if applicable)

9. Receiving Agent: Steven R Rice Agent Code: 14119 (if applicable)

10. Agent's Office Address: 8230 E Broadway Blvd W8

11. City: Tucson State/Prov.: AZ Zip/PC: 85710 Country _____

12. Agent's Phone: 520-618-7331 Fax: _____ Email: steve@whyrgroup.com

13. **CLIENT INFORMATION**

14. Name(s): _____

15. Address: _____

16. City: _____ State/Prov.: _____ Zip/PC: _____ Country _____

17. Phone: _____ Fax: _____ Email: _____

18. Initial Referral Status of Client: Buyer Seller Other: Rental Property

19. Remarks/Best Time to Call: _____

20. _____

TERMS & CONDITIONS

21. **Referral Fee:** In consideration for receipt of the referral of Client, Receiving Brokerage agrees to pay Originating Brokerage as follows: See Lines 25-26 % of the total gross compensation earned by Receiving Brokerage (based upon Client's side of the transaction), OR \$ _____ ("Referral Fee"). Along with payment of Referral Fee, Receiving Brokerage shall furnish to Originating Brokerage: Final settlement/closing statement Executed lease agreement Other: _____
25. **Additional Terms and Conditions of Referral Fee:** A 25% referral fee on first full month's rent, will be paid to referring Agent as a one time fee. Referral Fee will be paid after the second full month of Tenancy.
28. **Term:** This Referral Fee Agreement shall commence on the _____ day of _____, _____ and shall end on the _____ day of _____, _____ ("Term"). If Client is party to a fully executed purchase contract or lease agreement prior to expiration of the Term, Referral Fee will be paid regardless of the closing/settlement date.
31. **Conditions of Payment:** Subject to Originating Brokerage's compliance with the terms and conditions set forth herein, Referral Fee shall be paid by Receiving Brokerage to Originating Brokerage within ten (10) calendar days OR _____ calendar days of the date the commission is received by Receiving Brokerage. Referral Fee shall be paid on: Any and all successfully completed transactions involving Client during the Term Only the first successfully completed transaction involving Client during the Term Other: Executed Lease Agreement

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36. **Required Documents:** As a condition of payment of Referral Fee, Originating Brokerage shall furnish to Receiving
 37. **Brokerage:** (i) a completed IRS Form W-9; and (ii) a copy of Originating Brokerage's real estate license.

38. **Consent:** Originating Brokerage Has Has not received Client's permission to initiate this referral. In the event Receiving
 39. Brokerage is unable or unwilling to service Client, Receiving Brokerage shall immediately notify Originating Brokerage and shall not
 40. refer Client to any other brokerage or salesperson.

41. **Relocation Company:** Originating Brokerage Is Is not aware that Client is represented by a relocation company. In the
 42. event Receiving Brokerage is required to pay a fee to Client's relocation company as a condition of Client's relocation benefits,
 43. Referral Fee shall be reduced in a proportionate amount. If the fee to Client's relocation company is equal to or greater than Referral
 44. Fee, then no Referral Fee shall be due from Receiving Brokerage to Originating Brokerage on that transaction. (Attach a copy of
 45. relocation agreement if available.)

46. **Jurisdiction:** This Referral Fee Agreement shall be governed by Arizona law and jurisdiction is exclusively conferred on the
 47. State of Arizona.

48. **Arizona Law:** A.R.S. § 32-2155(A) mandates that a broker shall employ and pay only active licensees, and a licensee shall accept
 49. employment and compensation as a licensee only from the legally licensed broker to whom the licensee is licensed. A.R.S. § 32-2155(B)
 50. prohibits a person, firm or corporation from paying or delivering compensation for licensed activity to anyone who is not licensed at the time
 51. the service is rendered.

52. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Referral Fee Agreement shall be treated as an original
 53. contract. This Referral Fee Agreement may be executed by facsimile or other electronic means and in any number of counterparts. All
 54. counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original.

55. **Entire Agreement:** This Referral Fee Agreement, and any addenda and attachments, shall constitute the entire agreement between
 56. Receiving Brokerage and Originating Brokerage, shall supersede any other written or oral agreements between Receiving Brokerage
 57. and Originating Brokerage, and can be modified only by a writing signed by all parties. Invalidity or unenforceability of one or more
 58. provisions of this Referral Fee Agreement shall not affect any other provisions of this Referral Fee Agreement.

59. **Addenda and/or Attachments to this Agreement (if any) Include:** Referral Fee will be paid only once during
 60. the term the property is under RGroup Management.

62. The undersigned agree to the terms and conditions set forth herein.

63. _____ MO/DA/YR ^ BROKER, ORIGINATING BROKERAGE
 _____ MO/DA/YR ^ AGENT, ORIGINATING BROKERAGE

64. _____ ^ PRINT NAME ^ PRINT NAME
 _____ MO/DA/YR

65. _____ MO/DA/YR ^ BROKER, RECEIVING BROKERAGE
 _____ MO/DA/YR ^ AGENT, RECEIVING BROKERAGE

66. John F Murtaugh ^ PRINT NAME Steven R Rice ^ PRINT NAME
 _____ ^ PRINT NAME _____ MO/DA/YR

For Broker Use Only:			
Brokerage File/Log No. _____	Manager's Initials _____	Broker's Initials _____	Date _____ MO/DA/YR

