

REFERRAL AGREEMENT (BROKER TO BROKER)

Date: _____



2024 Printing

For and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned parties do hereby agree as follows:

1. Broker to Broker Referral.

_____ (“Referring Broker”) does hereby refer the following prospect(s) _____ (“Prospect(s)”) to _____ (“Receiving Broker”) for the provision of real estate brokerage and/or relocation services.

2. Prospect(s) Contact Information.

3. Prospect(s) Have Consented to Referral. Referring Broker has obtained the Prospect(s) written agreement to be referred to Receiving Broker and has informed the Prospect(s) that the Referring Broker will receive a valuable consideration for such referral.

4. Compensation to Referring Broker. In consideration of the referral, Receiving Broker hereby agrees to compensate Referring Broker as follows: [Select one below. The sections not marked shall not be a part of this Agreement.]

- A. \$ _____.
- B. _____ percent (%) of the listing commission (including any monetary bonus) received by Receiving Broker on any real estate transaction involving Prospect. If an in-house sale (no cooperating broker), the listing commission shall not be less than _____% of the total commission.
- C. _____ percent (%) of the selling commission (including any monetary bonus) received by Receiving Broker on any real estate transaction involving Prospect. If an in-house sale (no cooperating broker), the selling commission shall not be less than _____% of the total commission.
- D. Other: _____

5. Rights and Obligations of Brokers. The rights of the Referring Broker and all obligations of the Receiving Broker shall terminate after _____ transactions have been completed and compensated. In the event this section is not completed, it is the agreement between the Referring Broker and Receiving Broker that this Referral Agreement shall be only for one (1) transaction which the parties agree shall mean the purchase or sale of one property.

Receiving Broker shall pay the above-referenced referral fee to Referring Broker within _____ days of Receiving Broker’s receipt of compensation on the transaction(s) involving Prospect and receipt of the W-9 Form from the Referring Broker. Receiving Broker shall have no obligation to pay Referring Broker the above-referenced referral fee until and unless Receiving Broker is paid a commission, fee or bonus on a real estate transaction involving the Prospect(s).

6. Miscellaneous

- A. Entire Agreement.** This Agreement is the entire agreement between Referring Broker and Receiving Broker and shall supersede all prior agreements between the parties. Neither party is relying on any inducements, representations or agreements not contained herein.
- B. Time is of the Essence.** Time is of the essence in this Agreement.
- C. Applicable Law.** This Agreement shall be interpreted in accordance with the laws of the state of Georgia.
- D. Definition of Prospect.** For the purposes herein, the term “Prospect” shall include any of the above-named Prospect(s) and their immediate family members, and any legal entity in which any of the Prospect(s) may be an owner, director, member, employee or officer. So, for example, if Prospect sets up a limited liability company to contract, purchase or sell a property, Receiving Broker shall still be obligated to pay Referring Broker the compensation referred above.

NEW
2024

FOR TRAINING ONLY

Referring Broker _____ (_____)
MLS Office Code

Address: _____

By: _____
Broker

Print or Type Name: _____

Bus. Phone: _____

FAX # _____

E-mail: _____

REALTOR® Membership _____

Receiving Broker _____ (_____)
MLS Office Code

Address: _____

By: _____
Broker

Print or Type Name: _____

Phone: _____

FAX # _____

E-mail: _____

REALTOR® Membership _____