

# REFERRAL FEE AGREEMENT



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## ORIGINATING BROKERAGE

- 1.
- 2. Brokerage Firm: \_\_\_\_\_ 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: \_\_\_\_\_

## RECEIVING BROKERAGE

- 7.
- 8. Brokerage Firm: \_\_\_\_\_ Brokerage Firm Code: \_\_\_\_\_ (if applicable)
- 9. Referring Agent: \_\_\_\_\_ Agent Code: \_\_\_\_\_ (if applicable)
- 10. Agent's Office Address: \_\_\_\_\_
- 11. City: \_\_\_\_\_ State/Prov.: \_\_\_\_\_ Zip/PC: \_\_\_\_\_ Country \_\_\_\_\_
- 12. Agent's Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

## CLIENT INFORMATION

- 13.
- 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: \_\_\_\_\_
- 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: \_\_\_\_\_ % 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:** \_\_\_\_\_
- 26. \_\_\_\_\_
- 27. \_\_\_\_\_
- 28. **Term:** This Referral Fee Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and shall end on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("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 Broker'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: \_\_\_\_\_.

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**Referral Fee Agreement >>**

36. **Required Documents:** As a condition of payment of Referral Fee, Originating Brokerage shall furnish to Receiving 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 Brokerage is unable or unwilling to service Client, Receiving Brokerage shall immediately notify Originating Brokerage and shall not 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 event Receiving Brokerage is required to pay a fee to Client's relocation company as a condition of Client's relocation benefits, Referral Fee shall be reduced in a proportionate amount. If the fee to Client's relocation company is equal to or greater than Referral Fee, then no Referral Fee shall be due from Receiving Brokerage to Originating Brokerage on that transaction. (Attach a copy of relocation agreement if available.)

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

47. **Arizona Law:** Under Arizona law, only a real estate broker, not a salesperson, may directly earn a commission from a real estate transaction. Pursuant to A.R.S. § 32-2155(A), a real estate salesperson may accept compensation only from the legally licensed broker with whom the salesperson is licensed. Arizona law prohibits a broker from paying compensation for licensed activity to anyone other than: (i) a broker; or (ii) a salesperson who is licensed under the compensating broker.

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

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

58. **Addenda and/or Attachments to this Agreement (if any) Include:** \_\_\_\_\_  
59. \_\_\_\_\_  
60. \_\_\_\_\_

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

62. \_\_\_\_\_ MO/DA/YR      ^ AGENT, ORIGINATING BROKERAGE      MO/DA/YR

63. \_\_\_\_\_ MO/DA/YR      ^ AGENT, RECEIVING BROKERAGE      MO/DA/YR

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