



REFERRAL FEE AGREEMENT

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

REFERRING BROKER: _____ (Brokerage Firm Name)

REFERRING AGENT: _____ (Agent/Licensee)

Address: _____

Phone: _____ Fax: _____

Email: _____

RECIPIENT BROKER: _____ (Brokerage Firm Name)

RECIPIENT AGENT: _____ (Agent/Licensee)

Address: _____

Phone: _____ Fax: _____

Email: _____

This referral is for a:

☐ **Listing Referral** ☐ **Buyer Referral** ☐ **Lease Referral**

PRINCIPAL (Client/Customer Name): _____

Address: _____

Phone: _____ Fax: _____

Email: _____

If this is a Buyer Referral, complete the following if applicable:

☐ Will lease first

☐ Reason for move: _____

☐ Contingent on sale of property (Property is ☐ in escrow ☐ 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):

- ☐ \$ _____
- ☐ _____ % 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 _____ 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, employer or associate of

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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 and agreements pertaining to commission between the Broker, seller and sellers' 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 Nevada, and the laws of Nevada shall govern its interpretation and effect. The parties agree that the State of Nevada, and the county in which the Property is located, shall have proper judicial forum for any litigation, related to this Agreement.

In any action 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®, they mutually agree that any dispute concerning the payment of a referral fee shall be resolved pursuant to the *National Association of REALTORS® Code of Ethics and Arbitration Manual*.

This Agreement may be executed manually or electronically (digitally), and in multiple counterparts. When combined, all signed counterparts shall constitute one fully executed Agreement. Facsimile signatures shall be deemed valid and enforceable as originals.

The Recipient Broker's obligation to compensate the Referring Broker with the agreed-upon referral fee shall be binding upon the Recipient Broker's heirs, administrators, executors, successors, and permitted assigns. All Recipient Broker signatories agree to be jointly and

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severally responsible for the full performance of all provisions contained herein. Time is expressly made of the essence with respect to 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: _____

License No.: _____

State: _____ Exp.: _____

Signature: _____

Date: _____

RECIPIENT AGENT

Name: _____

License No.: _____

State: _____ Exp.: _____

Signature: _____

Date: _____

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This Referral Agreement is not valid unless signed by the Brokers.

Commissions paid for the sale, purchase, exchange, option, or lease of real property are not set, fixed, controlled, recommended, or maintained by any Board or Association of REALTORS®, Commercial Information Exchange, or Multiple Listing Service. All commissions are negotiable between brokers.

This form has been approved by the Greater Las Vegas Association of REALTORS® (GLVAR). No representation is made regarding the legal sufficiency or suitability of any provision for a specific transaction. A real estate broker is the professional qualified to advise on real estate matters. If legal or tax advice is desired, please consult a qualified professional.

This form is provided for use within the real estate industry. It is not intended to imply that the user is a REALTOR®. "REALTOR®" is a registered collective membership mark used only by members of the National Association of REALTORS® who subscribe to its Code of Ethics.

Presented by:

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