

REFERRAL AGREEMENT



This Referral Agreement ("Agreement") is made on _____ ("Effective Date"), by and between _____, hereinafter referred to as "Agent", and ROOSTED AZ, LLC, hereinafter referred to as "Roosted" for the _____ with for the referred client _____ referred by _____.

DEFINITION OF A REFERRAL

Roosted agents make referrals of buyers and sellers of real estate ("Clients") to a real estate agent who can best serve their needs. "A Referral" is defined as when Roosted has recommended the Agent to the Client. Roosted will notify the Agent of the referral through the Roosted system and via email.

VOLUNTARY PARTICIPATION

The Agent's participation in Roosted's referral program is voluntary and can be terminated by either party at any time with written notice. However, any Referrals made prior to such termination are still bound by this agreement, and referral fees will be due upon close of any transactions resulting from such Referrals.

REFERRAL FEE


For referrals made, the Agent agrees to pay Roosted a referral fee through the Agent's employing broker as follows:

- A referral fee is triggered when a transaction closes within two years of the date of the Referral.
- The referral fee shall be ____% of the Agent's side of the gross commission.
- If an Agent represents both a buyer and seller on the same transaction where both parties are Roosted Referrals, the referral fee will be ____% of the total gross commission unless otherwise agreed to by Roosted and the Agent.
- If an Agent represents both a buyer and seller on the same transaction and one party is a Roosted Referral, referral fee will be ____% of 1/2 of the total gross commission of the transaction unless otherwise agreed to by Roosted and the Agent.
- If an Agent represents a client referred by Roosted in multiple transactions, a 35% referral fee will apply to those additional transactions unless otherwise agreed to by Roosted and the Agent
- Gross commission is calculated as the amount received by the Agent's broker prior to any split of commission with the agent or any other brokers on the Agent's side of the transaction.
- Upon execution of a contract for a transaction involving a Referral, the Agent will promptly update the referral in the Roosted System and indicate the anticipated closing date.
- The Agent will have the resulting referral fee paid directly from escrow or by the employing broker within ten days of close of escrow.

FINE PRINT AND OTHER DETAILS

- The Agent is responsible for the real estate brokerage services provided to the Clients. The Agent agrees to indemnify and hold Roosted harmless from any claims, costs, and damages incurred by Roosted arising from claims by Clients regarding the brokerage services provided by the Agent.
- The Agent is responsible for maintaining his or her real estate license and for following all applicable real estate laws regarding disclosures, documentation and other broker responsibilities.
- In the unlikely event of a legal dispute between Roosted and the Agent, the prevailing party will be entitled to recover its attorneys' fees and costs from the other party.
- This Agreement will be governed by Arizona law, without regard to its conflict of laws provisions.
- Any notices between Roosted and the Agent are to be sent to the email addresses below. The agent is responsible for notifying Roosted if their email address changes.

BY: _____
AGENT
DATE:
EMAIL:

BY: 
L Dane Briggs – Designated Broker, Roosted AZ, LLC
DATE:
EMAIL: referrals@roosted.io