

# REFERRAL FEE AGREEMENT



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## ORIGINATING BROKERAGE

1. \_\_\_\_\_
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: \_\_\_\_\_

## RECEIVING BROKERAGE

7. \_\_\_\_\_
8. Brokerage: **OMNI Homes International** Brokerage Firm Code: **5791** (if applicable)
9. Receiving Agent: \_\_\_\_\_ Agent Code: \_\_\_\_\_ (if applicable)
10. Agent's Office Address: **7445 N Oracle Rd. Suite 201**
11. City: **Tucson** State/Prov.: **AZ** Zip/PC: **85704** Country **USA**
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
22. follows: \_\_\_\_\_ % of the total gross compensation earned by Receiving Brokerage (based upon Client's side of the
23. transaction), OR \$ \_\_\_\_\_ ("Referral Fee"). Along with payment of Referral Fee, Receiving Brokerage shall furnish to
24. 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 \_\_\_\_\_, \_\_\_\_\_ and shall end on
29. the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ ("Term"). If Client is party to a fully executed purchase contract or lease
30. 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
32. shall be paid by Receiving Brokerage to Originating Brokerage within ten (10) calendar days OR ☐ \_\_\_\_\_ calendar days of
33. the date the commission is received by Receiving Brokerage. Referral Fee shall be paid on: ☐ Any and all successfully
34. completed transactions involving Client during the Term ☐ Only the first successfully completed transaction involving Client
35. 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.
37. **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.
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 employment and compensation as a licensee only from the legally licensed broker to whom the licensee is licensed. A.R.S. § 32-2155(B) prohibits a person, firm or corporation from paying or delivering compensation for licensed activity to anyone who is not licensed at the time 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 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.
55. **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.
59. **Addenda and/or Attachments to this Agreement (if any) Include:**
62. The undersigned agree to the terms and conditions set forth herein.

63. _____ ^ BROKER, ORIGINATING BROKERAGE MO/DA/YR	_____ ^ AGENT, ORIGINATING BROKERAGE MO/DA/YR
64. _____ ^ PRINT NAME	_____ ^ PRINT NAME MO/DA/YR
65. _____ ^ BROKER, RECEIVING BROKERAGE MO/DA/YR	_____ ^ AGENT, RECEIVING BROKERAGE MO/DA/YR
66. _____ ^ 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