

SERHANT.

REFERRAL AGREEMENT

Effective Date:

Receiving Broker:

Receiving Agent:

Email Address:

Office Address:

Phone Number:

Referring Broker:

Referring Agent:

Email Address:

Office Address:

Phone Number:

Referred Client Name:

Referred Client Address:

Referred Client Email Address:

Referred Client Phone Number:

Terms:

Referral Fee; Payment. In the event the Receiving Broker / Receiving Agent earns a commission or other compensation in connection with any real estate transaction involving the Referred Client, the Receiving Broker / Receiving Agent shall pay the Referring Broker / Referring Agent a referral fee equal to _____ of the gross commission earned on the referred side of such transaction (the "Referral Fee"), due and payable no later than five (5) business days after the Receiving Broker's actual receipt of the applicable commission (or any installment thereof).

Referred Client; Subsequent Transactions. "Referred Client" means the client identified above and any entity that is directly or indirectly Controlled by such client and is used as a purchasing/leasing/transacting entity for the applicable transaction. "Controlled" means ownership of more than fifty percent (50%) of the equity interests or voting power, or the power to direct management and policies. The Referral Fee shall apply to the initial transaction and to any additional transaction involving the Referred Client that closes during the Term or is under contract during the Term.

Term. This Agreement shall remain in effect for a period of _____ years from the Effective Date (the "Term"). Notwithstanding the foregoing, any transaction involving the Referred Client that is under contract during the Term shall remain subject to the Referral Fee even if it closes after the Term expires ("Tail Period").

Agent Transfer; Successor Brokerage. If, due to an agent transfer, a commission arising from a transaction involving the Referred Client is paid to a brokerage other than the Receiving Broker, the Receiving Agent remains responsible for ensuring payment of the Referral Fee for any transaction involving the Referred Client that closes during the Term or Tail Period, regardless of brokerage affiliation at closing. Receiving Broker shall use commercially reasonable efforts to ensure that any successor brokerage assumes this Agreement in writing prior to closing. If the successor brokerage does not assume this Agreement and the transaction closes during the Term or Tail Period, Receiving Broker shall remain responsible for payment of the Referral Fee to the extent of any commission actually received by Receiving Broker in connection with such transaction.

No Circumvention. The Receiving Broker / Receiving Agent shall not take any action intended to avoid payment of any Referral Fee, including directing a transaction involving the Referred Client through an affiliate or another agent, or otherwise mischaracterizing the origin of the Referred Client.

Commission Receipt. The Referral Fee shall be calculated on the gross commission actually received by the Receiving Broker (or deemed Receiving Broker) on the Referred Client's side of the transaction. If the Receiving Broker receives the commission in installments, the Referral Fee shall be paid pro rata within five (5) business days of each installment. If a commission is reduced due to a bona fide settlement, credit, or chargeback, the Referral Fee shall be adjusted proportionally.

Verification. Upon request, the Receiving Broker shall provide reasonable documentation sufficient to verify the gross commission and calculation of the Referral Fee, including the applicable closing statement and/or commission disbursement statement, within ten (10) business days. Receiving Broker may redact non-material confidential information not relevant to verifying the Referral Fee.

Late Payments. Any unpaid Referral Fee shall accrue interest at the lesser of (i) 1.5% per month, or (ii) the maximum rate permitted by law, from the date due until paid. The Receiving Broker shall reimburse the Referring Broker for reasonable attorneys' fees and costs incurred to collect any past-due Referral Fee.

Gross Commission. "Gross commission" means the total brokerage commission payable under the applicable listing, buyer representation, lease, or other brokerage agreement for the Referred Client's side of the transaction, before any internal splits, referral payments, franchise fees, desk fees, marketing fees, or other deductions (but excluding only government fees and taxes collected and remitted).

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which the applicable real property is located, without regard to conflicts-of-law principles.

Agreed and Accepted:

_____ / **Receiving Broker:**

By: _____
Name:
Title:

Receiving Agent:

By: _____
Name:
Title:

Serhant LLC / Referring Broker:

By: _____
Name:
Title:

Referring Agent:

By: _____
Name:
Title: