



**MAINSTREET ORGANIZATION OF REALTORS®
BROKERAGE-TO-BROKERAGE REFERRAL AGREEMENT**



1 ORIGINATING BROKERAGE:

2 Company: _____
 3 Address: _____
 4 Company License #: _____
 5 Office Phone: _____
 6 Fax: _____

Broker of Record: _____
 City/State/Zip: _____
 Referring Agent: _____
 Agent Phone: _____
 E-Mail: _____

7 RECEIVING BROKERAGE:

8 Company: _____
 9 Address: _____
 10 Company License #: _____
 11 Office Phone: _____
 12 Fax: _____

Broker of Record: _____
 City/State/Zip: _____
 Receiving Agent: _____
 Agent Phone: _____
 E-mail: _____

13 CLIENT INFORMATION:

14 Name(s): _____
 15 Address: _____
 16 Home Phone: _____ Work Phone: _____
 17 E-Mail: _____ Preferred Method of Contact: _____
 18 Initial Referral Status of Client: Buyer Seller Other: _____
 19 Comments: _____

20 REFERRAL CONDITIONS:

- 21 1. A Referral Fee equal to: \$ _____ or _____ % of gross compensation received, including bonuses and fees
 22 by Receiving Brokerage for services rendered to the referred client. Receiving Brokerage shall pay Originating Brokerage at closing
 23 or not later than ten (10) business days upon receipt of compensation by Receiving Brokerage on any and all transaction with the
 24 above Client, subject to the conditions and during the term stipulated herein.
- 25 2. The term of this referral shall commence on the date of execution by both Brokerages and shall end on the later of
 26 _____, 20_____, or, if a transaction is pending with Client on said date, the closing of such transaction.
- 27 3. In the event Receiving Brokerage is unable or unwilling to service the client, Receiving Brokerage shall immediately notify
 28 Originating Brokerage and shall not refer the Client to any other broker.
- 29 4. Originating Brokerage will furnish Receiving Brokerage a completed W-9 form as a condition of payment.
- 30 5. Along with payment of the Referral Fee Amount, Receiving Brokerage will furnish Originating Brokerage a Master Settlement
 31 Statement or the customary closing or settlement statement used in Receiving Brokerage's market.
- 32 6. Originating Brokerage [*CHECK ONE*] is referring Client exclusively to Receiving Brokerage; or
 33 reserves the right to refer Client to other brokers.
- 34 7. Originating Brokerage [*CHECK ONE*] is is not aware that Client is represented by a relocation firm. In the event the
 35 Receiving Brokerage is required to pay a fee to a Client's Relocation Company as a condition of Client's relocation benefits, the
 36 Referral Fee amount stipulated in Article 1 above shall be reduced commensurately. If the fee to the Client's Relocation Company
 37 is equal to or greater than the Referral Fee amount in Article 1 above, then no Referral Fee shall be due from Receiving Brokerage
 38 to Originating Brokerage on that transaction.
- 39 8. Originating Brokerage [*CHECK ONE*] has has not received the Client's permission to initiate this referral.
- 40 9. No amendments or alterations in the terms of this Agreement shall be valid or binding unless made in writing and signed by the
 41 parties hereto.
- 42 10. Any controversy or claim arising out of or relating to the rights granted to the parties to this Referral Agreement shall be settled by
 43 mediation or arbitration according to the rules then in effect of the National Association of REALTORS®, whether or not the parties
 44 are members of any REALTOR® Organization.
- 45 11. Brokers of Record warrant that they have the authority to execute this Agreement on behalf of the Brokerages.

46 Acknowledged and agreed this _____ day of _____, 20_____.

47 ORIGINATING BROKERAGE:

RECEIVING BROKERAGE:

48 _____
 49 Broker of Record [*SIGNATURE*]

 Broker of Record [*SIGNATURE*]

50 _____
 51 Referring Agent [*SIGNATURE*]

 Receiving Agent [*SIGNATURE*]