

REFERRAL FEE AGREEMENT

IDENTIFICATION OF PERSONS AND ENTITIES:

REFERRING BROKER: _____ (Brokerage firm name)

REFERRING AGENT (if any): _____ (Associate-Licensee)

Address _____

Phone _____ Fax _____ E-mail _____

RECIPIENT BROKER: _____ (Brokerage firm name)

RECIPIENT AGENT (if any): _____ (Associate-Licensee)

Address _____

Phone _____ Fax _____ E-mail _____

PRINCIPAL: _____

Address: _____

Phone _____ Fax _____ E-mail _____

PURPOSE: This Agreement outlines the terms and conditions under which, the referring agent, agrees to refer potential refinance clients to Executive Realty Services, Inc., and its affiliated companies:

Affiliated Companies:

- Bankers Home Loans
- Executive Bankers Realty
- United Escrow Services (a Non-Independent Broker Escrow)

TERMS AND CONDITIONS:

1. Transaction Type: This Agreement pertains specifically to referrals for refinance transactions.
2. Referral Fee: For every successful refinance transaction completed by Executive Realty Services, Inc. or any of its affiliated companies with a client, Executive Realty Services, Inc. agrees to pay a referral fee.
3. Notification: Referring agent shall inform Executive Realty Services, Inc. in writing of every potential client he/she refers.
4. Independent Parties: Both parties are independent contractors, and this agreement does not establish any partnership, joint venture, employment, or agency relationship.
5. Confidentiality: Both parties agree to maintain the confidentiality of all information obtained during the execution of this agreement unless required by law.
6. Liability: Executive Realty Services, Inc. and its affiliated companies are solely responsible for the service provided to the referred client. Referring agent holds no liability or responsibility for the quality, delivery, or any other aspect of these services.
7. Termination: This Agreement may be terminated by either party with a 30-day written notice. Upon termination, any outstanding referral fees owed should be settled.
8. Governing Law: This Agreement shall be governed by the laws of California.
9. Amendments: Any changes or modifications to this Agreement must be in writing and signed by both parties.

AGREEMENT:

In consideration for receipt of the referral of Principal from Referring Broker, Recipient Broker agrees to pay Referring Broker as follows:

_____ % of the total gross compensation earned by Recipient Broker (based only upon the Principal's side of the transaction), OR

\$ _____ as follows: **(i)** the event specified below occurs no later than 12 (or ____) full months from the date of this agreement; and **(ii)** compensation is payable upon recordation of deed or other evidence of transfer resulting from the event specified below (whether closing occurs during or after the expiration time).

- Enters, or has already entered, into Contract to Buy _____
- Enters, or has already entered, into Contract to Sell _____
- Enters, or has already entered, into Contract to Lease _____
- Other _____

Other terms: _____

Date: _____

REFERRING BROKER:

(Brokerage firm name)

By _____
Its Broker Office Manager (check one)

(Print name)

Referring Broker

Lic. # _____

Tax ID # _____

Date: _____

RECIPIENT BROKER:

(Brokerage firm name)

By _____
Its Broker Office Manager (check one)

(Print name)

Recipient Broker

Lic. # _____

California real estate law prohibits (a) a broker from paying compensation for licensed activity to anyone other than **(i)** a broker, **(ii)** a salesperson who is licensed under the compensating broker or **(iii)** a broker of another State and (b) a salesperson from paying compensation to another licensee for licensed activity, except through the employing broker. Federal law prohibits giving or accepting a fee or other thing of value for a referral involving a federally related mortgage loan (most residential one to four property transactions) unless pursuant to a cooperative brokerage arrangement.

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