

REFERRAL AGREEMENT

Version 20260101

Parties

1 **Referring Broker Identification:**

2 Brokerage Name: _____
3 Agent Name: _____
4 Agent License Number: _____
5 Address: _____
6 Email: _____ Phone: _____

7 **Receiving Broker Identification:**

8 Brokerage Name: _____
9 Agent Name: _____
10 Agent License Number: _____
11 Address: _____
12 Email: _____ Phone: _____

13 **Prospect Information:**

14 Name(s): _____
15 Address: _____
16 Email: _____ Phone: _____

Agreement Term

17 **Term and Extension:** This Agreement begins on _____ and ends on _____
18 at 11:59 p.m. (Arizona Time) ("Term"). If the Prospect is party to a fully executed purchase contract or lease
19 agreement prior to the expiration of the Term, the Referral Fee obligation shall survive the Term and be paid upon
20 the Close of Escrow/Settlement. No Referral Fee shall be due on any transaction(s) occurring outside of the Term
21 unless otherwise set forth in this Agreement.

Compensation

22 **Referral Fee Obligation and Source:** If the Receiving Broker earns a fee for services rendered in connection
23 with a real estate transaction involving the Prospect (or a Related Party) during the Term, the Receiving Broker
24 agrees to pay the Referring Broker a referral fee ("Referral Fee"). The Referral Fee is payable only from
25 compensation actually collected by the Receiving Broker.

26 **Fee Calculation - Sales:** If the Prospect enters into an agreement to buy or sell property during the Term, the
27 Receiving Broker will pay the Referring Broker a fee equal to:

- 28 ☐ _____% of the Receiving Broker's Total Gross Compensation
29 ☐ \$ _____ (Fixed Fee)

Referring Broker Initials _____

Receiving Broker Initials _____

30 **Fee Calculation - Leases (Primary):** If the Prospect enters into a lease (including subleases or assignments)
31 during the Term, the Receiving Broker will pay the Referring Broker a fee equal to:

32 ☐ _____% of the Receiving Broker's Total Gross Compensation.

33 ☐ \$ _____ (Fixed Fee)

34 "Total Gross Compensation" is defined as the total fee actually collected by the Receiving Broker on the
35 Prospect's side of the transaction, prior to any internal agent splits, franchise fees, or other administrative
36 reductions.

37 **Fee Calculation - Leases (Renewals/Expansions):** If the Prospect subsequently extends, renews, or expands
38 the lease (including new leases for different space in the same building or complex) within **3 years** following the
39 commencement of the initial lease term, the Receiving Broker ☐ will ☐ will not pay the Referring Broker a
40 fee. If Receiving Broker will Pay the Referring Broker a fee, the fee shall be equal to:

41 ☐ _____% of the Receiving Broker's compensation actually collected for the renewal/expansion.

42 ☐ \$ _____ (Fixed Fee)

43 **Fee Calculation - Subsequent Sale to Tenant:** If the Prospect leases property and later agrees to buy all or part
44 of that property, and the Receiving Broker receives a fee for the sale, the Receiving Broker ☐ will ☐ will not
45 pay the Referring Broker a fee. If Receiving Broker will Pay the Referring Broker a fee, the fee shall be equal to:

46 ☐ _____% of the Receiving Broker's compensation actually collected for the sale.

47 ☐ \$ _____ (Fixed Fee)

Payment Terms

48 **Payment Timing and Installments:** The Referral Fee shall be paid by the Receiving Broker to the Referring
49 Broker within _____ **calendar days** of the date the compensation is received by the Receiving Broker. If the
50 Receiving Broker's fee is received in multiple installments, the Referral Fee will be paid in proportion to the fees
51 received by the Receiving Broker under the same schedule.

52 **Payment Authorization via Escrow:** Any escrow agent involved in the transaction is authorized and directed
53 to pay the Referral Fee directly to the Referring Broker from the Receiving Broker's fee at Close of Escrow/
54 Settlement. The Receiving Broker shall execute and deliver a Commission Disbursement Authorization (CDA) or
55 similar irrevocable instruction to the escrow agent in a timely manner to facilitate this direct payment.

56 **Required Documentation (Referring Broker):** As a condition of payment of the Referral Fee, the Referring
57 Broker shall furnish to the Receiving Broker a completed IRS Form W-9 or W-8 (as applicable).

Conditions and Disclosures

58 **Related Parties (Anti-Circumvention):** If a Related Party of the Prospect agrees to buy or lease property during
59 the Term, and the Receiving Broker was aware or reasonably should have been aware of the connection to the
60 Prospect the Referring Broker will be entitled to all compensation under this Agreement as if the Prospect had
61 acquired the property. "Related Party" means any assignee of the Prospect, any family member of the Prospect,
62 any officer, director, or partner of the Prospect, any entity owned or controlled by the Prospect and any entity that
63 owns or controls the Prospect.

Referring Broker Initials _____

Receiving Broker Initials _____

64 **Relocation Company Involvement:** The Referring Broker represents that they ☐ are ☐ are not aware that
65 the Prospect is represented by a relocation company. In the event the Receiving Broker is required to pay a fee to
66 the Prospect's relocation company, that relocation fee shall be deducted from the Receiving Broker's Total Gross
67 Compensation before the calculation of the Referral Fee due to the Referring Broker. If the fee to the relocation
68 company is equal to or greater than the Referral Fee, then no Referral Fee shall be due on that transaction.

69 **Prospect Consent and Handling:** The Referring Broker represents that they ☐ have ☐ have not received
70 the Prospect's permission to initiate this referral. In the event the Receiving Broker is unable or unwilling to service
71 the Prospect, the Receiving Broker shall immediately notify the Referring Broker and shall not refer the Prospect
72 to any other brokerage or salesperson.

Miscellaneous

73 **Licensing Representation and Compliance:** The parties represent they are licensed real estate brokers in their
74 respective state and acknowledge that compensation for licensed activity may only be paid to legally licensed
75 brokers who are active at the time the service is rendered and at the time compensation is received, consistent
76 with A.R.S. § 32-2155. Referring Broker agrees to provide Receiving Broker with a copy of Referring Broker's
77 active real estate license prior to payment.

78 **Attorney Fees and Costs:** The prevailing party in any action or arbitration arising out of this Agreement shall be
79 entitled to recovery of all reasonable attorney fees and costs.

80 **Governing Law:** This Agreement shall be governed by the laws of the State of Arizona.

81 **Entire Agreement and Modification:** This Agreement constitutes the entire agreement between parties and
82 supersedes any prior negotiations or representations. This Agreement cannot be changed except by written
83 agreement signed by the parties.

84 **Electronic Execution and Counterparts:** A fully executed facsimile or electronic copy of this Agreement shall be
85 treated as an original. This Agreement may be executed in any number of counterparts.

86 **Severability:** In the event that any provision of this Agreement shall be held to be invalid or unenforceable, such
87 ruling shall not affect the validity or enforceability of the remainder of the Agreement.

Additional Terms and Conditions

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Referring Broker Initials _____

Receiving Broker Initials _____

Signatures

98 **Referring Broker**

99 _____
Agent Signature Date

Agent Signature Date

100 **Receiving Broker**

101 _____
Agent Signature Date

Agent Signature Date

Sample