MSR
MOVE SMART
RELOCATION

Move Smart Relocation

Real Estate Referral Agreement

1. The Parties

This Agreement is entered into on ______________________________, by and between:

- **Referring Brokerage:** ___________________ License #:__________ State: _____
  - *Agent Name:* ___________________
- **Receiving Brokerage:** ___________________ License #:__________ State: _____
  - *Agent Name:* ___________________

2. The Prospect (Client)

- **Name(s):** ___________________
- **Service Needed:** [ ] Buyer Representation [ ] Seller (Listing) Representation

3. Referral Fee, Structure & Minimum Volume

- **Percentage Split:** The Receiving Brokerage agrees to pay the Referring Brokerage a fee equal to **25%**of the gross commission earned. [1]
- **Minimum Transaction Price:** The 25% referral fee structure applies to transactions with a gross purchase or sale price of **$**___________________ or greater.
- **Price Adjustment Floor:** If the client transacts below this minimum price, the referral fee defaults to a flat fee of **$**___________________ at closing.
- **Gross Commission Defined:** Gross commission is the total commission received by the Receiving Brokerage on the side of the transaction representing the Prospect, before any internal agent splits.
- **Payment Timeline:** Paid within **10 business days** of transaction closing and funding.

4. Term & Future Business Clause

- **Validity Period:** This Agreement is valid for **12 months** from the date of signing.

- **Future Deals Extension:** The 25% referral fee applies to the initial transaction and any **subsequent purchases or sales** completed by the Prospect within **24 months** of the initial closing date.

5. Cross-State & Compliance Terms

- **Independent Action:** The Referring Brokerage will not perform any licensed activities within the Receiving Brokerage's state.
- **Licensing Status:** Both brokerages warrant that they are actively licensed and in good standing.

6. Dispute Resolution

- **Mediation:** In the event of a dispute arising out of or relating to this Agreement, the parties agree to first attempt to resolve the issue through good-faith mediation. The cost of mediation will be shared equally.
- **Arbitration:** If mediation fails to resolve the dispute within **30 days**, the matter shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association (AAA).
- **Governing Law:** This agreement and any resulting dispute shall be governed by the laws of the **Receiving Brokerage's home state**. The prevailing party in any arbitration or legal proceeding shall be entitled to recover reasonable attorney fees and court costs.

7. Signatures

Authorized Managing Broker signatures are required to make this contract legally binding.

Referring Brokerage:
Authorized Signature: ______________________ Date: ___________
Printed Name/Title: ______________________

Receiving Brokerage:
Authorized Signature: ______________________ Date: ___________
Printed Name/Title: ______________________