

Referral Agreement (Broker to Broker)

This Referral Agreement (this "Agreement") between _____ (the "Referring Broker/Agent"), the brokerage giving the referral, and _____ (the "Receiving Broker/Agent"), the brokerage receiving the referral, is for the referral of _____ (the "Prospect").

1. Prospect's Contact Information.

Address: _____

Phone Number: _____

Email Address: _____

2. Term. This Agreement is effective as of the Effective Date referenced in Section 11 and terminates on _____ (date) (the "Term Period").

3. Type of Referral. The referral of the Prospect is for the following real estate transaction(s) during the Term Period: **(Check box[es] below)**

purchasing real property, including land and new construction, for the Prospect; and/or

selling real property owned by the Prospect.

4. Compensation. In the event the Receiving Broker/Agent receives a brokerage fee or payment for services rendered on behalf of the Prospect in Section 3, the Receiving Broker/Agent shall compensate the Referring Broker/Agent the following: **(Check box below)**

\$_____ or

_____ % of the commission received by the Receiving Broker/Agent.

5. Number of Real Estate Transactions. This Agreement shall cover: **(Check box below)**

only one (1) real estate transaction under Section 3 that occurs during the Term Period; or

all real estate transactions under Section 3 that occur during the Term Period.

6. Payment Obligations.

a. Receiving Broker/Agent shall have no obligation to pay Referring Broker/Agent the above-referenced referral fee until Receiving Broker/Agent is paid a commission, fee or bonus on the real estate transaction involving the Prospect.

b. If the Prospect has contracted to purchase or sell a property but has not yet closed as of the expiration of the Term Period, the parties agree that the Term Period shall automatically extend until that transaction closes or is cancelled.

c. Receiving Broker/Agent shall pay the above-referenced referral fee to Referring Broker/Agent within 15 days, of Receiving Broker/Agent's receipt of compensation on the real estate transaction involving the Prospect and receipt of a W-9 Form from the Referring Broker/Agent.

7. Attorney's Fees and Costs. In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to recover costs and attorney fees. Attorneys' fees will not be awarded for participation in mediation and/or arbitration.

8. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by the parties hereto.

9. **Governing Law.** This Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Utah.

10. **Additional Terms.**

11. **Effective Date.** This Agreement is entered into and is effective as of the date the Referring Broker/Agent and the Receiving Broker/Agent have both signed this Agreement.

THE UNDERSIGNED hereby agree to the terms of this Agreement.

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Referring Broker (Signature of Principal Broker)		Receiving Broker (Signature of Principal Broker)	
<hr/>		<hr/>	
Referring Agent (Name)	(Signature)	Receiving Agent (Name)	(Signature)
<hr/>		<hr/>	
Email		Email	
<hr/>		<hr/>	
Company/Brokerage		Company/Brokerage	
<hr/>		<hr/>	
Phone #		Phone #	
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Address		Address	
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Date		Date	

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