



REFERRAL AGREEMENT BETWEEN BROKERS

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc., 2024

1. PARTIES: The parties to this Agreement are:

Receiving Broker: _____ License number: _____
Address: _____
City, State, Zip: _____
Phone: _____ Mobile: _____ E-Mail: _____
Broker's Associate's name: _____ License number: _____

Referring Broker: _____ License number: _____
Address: _____
City, State, Zip: _____
Phone: _____ Mobile: _____ E-Mail: _____
Broker's Associate's name: _____ License number: _____

2. PROSPECT: The Prospect being referred to Receiving Broker is:

Prospect Name: _____
Contact person: _____
Address: _____
City, State, Zip: _____
Phone: _____ Mobile: _____ E-Mail: _____
Comments/Instructions: _____

3. TERM: This Agreement begins on _____ and ends at 11:59 pm on _____.

4. REFERRING BROKER'S FEE: If Receiving Broker earns a fee or other payment for services rendered in connection with a real estate transaction involving Prospect during the Term, Referring Broker will be entitled to a referral fee and Receiving Broker will pay Referring Broker's fee in the amount and manner stated below. Referring Broker's fee is payable at the time Receiving Broker receives the Receiving Broker's fee, either during the Term or after it ends, and is payable only from a portion of Receiving Broker's fees. If Receiving Broker's fee is received in multiple installments, Referring Broker's fee will be paid in proportion to the fees received by Receiving Broker under the same schedule as received by Receiving Broker.

A. Sales:
(1) If Prospect enters into a binding agreement to buy or sell all or part of a property at any price, Receiving Broker will pay Referring Broker a fee equal to:
 (a) _____% of Receiving Broker's fee.
 (b) _____% of the sales price.
 (c) _____
(2) Any escrow or closing agent may pay Referring Broker's fee from Receiving Broker's fee at closing.

B. Leases: (the term "lease" includes subleases, assignments of leases, and beneficial terminations of leases)
(1) Primary Lease: If Prospect enters into a lease, Receiving Broker will pay Referring Broker a fee equal to:
 (a) _____% of Receiving Broker's fee.
 (b) _____% of the rents upon which Receiving Broker's fee is calculated.
 (c) _____

(2) **Renewals:** If Prospect enters into a lease and subsequently extends, renews, or expands the lease (including new leases for more, less, or different space in the same building, center, or complex), Receiving Broker will pay Referring Broker a fee equal to:

- (a) _____% of Receiving Broker's fee.
- (b) _____% of the rents upon which Receiving Broker's fee is calculated.
- (c) _____.

(3) **Subsequent Sale to a Tenant:** If Prospect leases all or part of a property and later agrees to buy all or part of the property, and Receiving Broker receives a fee, Receiving Broker will pay Referring Broker a fee equal to:

- (a) _____% of Receiving Broker's fee.
- (b) _____% of the sales price.
- (c) _____.

C. Transactions: Referring Broker will be entitled to the fees stated in this Agreement in connection with:
(Check one box only)

- one transaction during the Term.
- multiple transactions during the Term.

5. **SURVIVAL:** The obligations to pay fees earned during the Term and the obligations to pay fees under paragraphs 4B(2) and 4B(3) will survive the termination of this Agreement.

6. **RELATED PARTIES:** If a related party of Prospect agrees to buy or lease all or part of a property during the Term, Referring Broker will be entitled to all compensation under this Agreement as if Prospect had acquired the property. "Related party" means any assignee of Prospect, any family member or relation of Prospect, any officer, director, or partner of Prospect, any entity owned or controlled, in whole or part, by Prospect, and any entity that owns or controls Prospect, in whole or part.

7. **SPECIAL PROVISIONS:**

8. **LICENSED BROKERS:** The parties to this Agreement represent they are licensed real estate brokers in Texas or their respective state.

9. **ADDENDA AND OTHER DOCUMENTS:** Addenda that are part of this Agreement and other documents that may need to be provided are:

- A. Referring Broker's IRS Form (W-8 or W-9), if required (see www.irs.gov for requirements)
- B. _____
- C. _____

Receiving Broker's Printed Name

Referring Broker's Printed Name

Receiving Broker's Signature Date
(or Receiving Broker's Associate)

Referring Broker's Signature Date
(or Referring Broker's Associate)

Receiving Broker's Associate's Printed Name

Referring Broker's Associate's Printed Name