

REFERRAL FEE AGREEMENT

1 Referring Agent Name _____
 2 Referring Agent Firm _____
 3 Firm Address _____
 4 Referring Agent Firm Federal Tax ID _____
 5 Referring Agent Firm shall attach a copy of IRS Form W-9 Request for Taxpayer Identification Number and Certification to this Agreement.

6 Receiving Agent Name _____
 7 Receiving Agent Firm _____
 8 Firm Address _____

9 Referred Client's Name _____
 10 Address _____
 11 Phone Number _____ Email _____

12 If the referred client is both a seller and buyer, please fill in both columns. Client is being referred as a (*select at least one*):

<p>13 <input type="checkbox"/> Buyer</p> <p>14 Additional Client or Referral Information _____ 15 _____ 16 _____ 17 _____</p> <p>18 Receiving Agent's Firm agrees to pay at closing to Referring Agent's Firm a referral fee equal to (<i>select one</i>): 19 _____% or \$ _____ flat fee of the commission 20 received by Receiving Agent's Firm on the buyer's side of the 21 transaction. This fee applies only to the first closed purchase 22 involving the Referred Client unless otherwise noted in this 23 Agreement. This Agreement shall be valid until _____ 24 (one [1] year from the date of the final signature below if not filled 25 in). 26</p>	<p>27 <input type="checkbox"/> Seller</p> <p>28 Additional Client or Referral Information _____ 29 _____ 30 _____ 31 _____</p> <p>32 Receiving Agent's Firm agrees to pay at closing to Referring Agent's Firm a referral fee equal to (<i>select one</i>): 33 _____% or \$ _____ flat fee of the commission 34 received by Receiving Agent's Firm on the seller's side of the 35 transaction. This fee applies only to the first closed listing sale involving 36 the Referred Client unless otherwise noted in this Agreement. This 37 Agreement shall be valid until _____ (one [1] year from 38 the date of the final signature below if not filled in). 39</p>
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40 **GOVERNING LAW:** This Agreement is governed by the laws of the State of Oregon without giving effect to any conflict-of-law principle of any jurisdiction.
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42 **DISPUTE RESOLUTION:** If the Receiving or Referring Agent is a member of the National Association of REALTORS®, all disputes arising out of this Agreement ("Claims") will be submitted to mediation as offered by the Referring Agent's REALTOR® Association, if available. If mediation is not available through the Referring Agent's REALTOR® organization, then all Claims will be submitted to mediation through the program administered by Arbitration Service of Portland ("ASP"). All Claims that have not been resolved by mediation as described in this Agreement will be submitted to final and binding arbitration in accordance with the then-existing rules of ASP. The prevailing party in any arbitration between the Agents will be entitled to recovery of all reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees. Provided, however, a prevailing party will not be entitled to any award of attorney fees unless it is first established to the satisfaction of the arbitrator(s) or judge that the prevailing party offered or agreed in writing to participate in mediation prior to, or promptly upon, the filing for arbitration.
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50 Referring Agent _____ Date _____ a.m. _____ p.m. ←

51 Referring Agent Principal Broker _____ Date _____ a.m. _____ p.m. ←

52 Receiving Agent _____ Date _____ a.m. _____ p.m. ←

53 Receiving Agent Principal Broker _____ Date _____ a.m. _____ p.m. ←