OREF OREGON REAL ESTATE FORMS

REFERRAL FEE AGREEMENT

1 Referring Agent (*print name*) _____

2 Referring Agent's Firm (*identify*) _____

3 Firm Address _____

4 Referring Agent's Firm Federal Tax ID _____

5 Referring Agent's Firm will attach a copy of IRS Form W-9 Request for Taxpayer Identification Number and Certification to this Agreement.

6 Receiving Agent (*print name*) _____

7 Receiving Agent's Firm (*identify*) _____

8 Firm Address _____

9 Referred Client (*print name*) _____

10 Address _____

11 Phone Number _____ Email _____

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

13 ☐ Buyer

14 Additional Referred Client or Referral Information: (*describe*)
15 _____
16 _____
17 _____

18 Receiving Agent's Firm will pay at closing to Referring Agent's Firm
19 a referral fee equal to: (*select and complete one*) ☐ _____ % or
20 ☐ $_____ flat fee of the commission received by
21 Receiving Agent's Firm on the buyer's side of the transaction. This
22 fee applies only to the first closed purchase involving Referred Client
23 unless otherwise noted in this Agreement. This Agreement will be
24 valid until (*insert date*) _____ (one [1] year
25 from the date of the final signature below if not filled in).

26 ☐ Seller

27 Additional Referred Client or Referral Information: (*describe*)
28 _____
29 _____
30 _____

31 Receiving Agent's Firm will pay at closing to Referring Agent's Firm a
32 referral fee equal to: (*select and complete one*) ☐ _____ % or
33 ☐ $_____ flat fee of the commission received by
34 Receiving Agent's Firm on the seller's side of the transaction. This fee
35 applies only to the first closed listing sale involving Referred Client
36 unless otherwise noted in this Agreement. This Agreement will be valid
37 until (*insert date*) _____ (one [1] year from the
38 date of the final signature below if not filled in).

39 **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
40 jurisdiction.

41 **DISPUTE RESOLUTION**: If the Receiving or Referring Agent is a member of the National Association of REALTORS®, all disputes arising out of this
42 Agreement ("Claims") will be submitted to mediation as offered by the Referring Agent's REALTOR® Association, if available. If mediation is not
43 available through the Referring Agent's REALTOR® organization, then all Claims will be submitted to mediation through the program administered by
44 Arbitration Service of Portland ("ASP"). All Claims that have not been resolved by mediation as described in this Agreement will be submitted to final
45 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
46 recovery of all reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees. Provided, however, a prevailing party will
47 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
48 or agreed in writing to participate in mediation before, or promptly upon, the filing for arbitration.

49 Referring Agent _____ Print _____ Date _____ _____ ☐ a.m. ☐ p.m. ⬅

50 Referring Agent's Principal Broker _____ Date _____ _____ ☐ a.m. ☐ p.m. ⬅
51 Print Name _____

52 Receiving Agent _____ Print _____ Date _____ _____ ☐ a.m. ☐ p.m. ⬅

53 Receiving Agent's Principal Broker _____ Date _____ _____ ☐ a.m. ☐ p.m. ⬅
54 Print Name _____

LINES WITH THIS SYMBOL ⬅ REQUIRE A SIGNATURE AND DATE   **OREF 107 | Released 01/2024 | Page 1 of 1**