

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 <input type="checkbox"/> Buyer | 26 <input type="checkbox"/> Seller |
| 14 Additional Referred Client or Referral Information: (<i>describe</i>) | 27 Additional Referred Client or Referral Information: (<i>describe</i>) |
| 15 _____ | 28 _____ |
| 16 _____ | 29 _____ |
| 17 _____ | 30 _____ |
| 18 Receiving Agent's Firm will pay at closing to Referring Agent's Firm a referral fee equal to: (<i>select and complete one</i>) <input type="checkbox"/> _____ % or | 31 Receiving Agent's Firm will pay at closing to Referring Agent's Firm a referral fee equal to: (<i>select and complete one</i>) <input type="checkbox"/> _____ % or |
| 19 <input type="checkbox"/> \$ _____ flat fee of the commission received by | 32 <input type="checkbox"/> \$ _____ flat fee of the commission received by |
| 20 Receiving Agent's Firm on the buyer's side of the transaction. This | 33 Receiving Agent's Firm on the seller's side of the transaction. This fee |
| 21 fee applies only to the first closed purchase involving Referred Client | 34 applies only to the first closed listing sale involving Referred Client |
| 22 unless otherwise noted in this Agreement. This Agreement will be | 35 unless otherwise noted in this Agreement. This Agreement will be valid |
| 23 valid until (<i>insert date</i>) _____ (one [1] year | 36 until (<i>insert date</i>) _____ (one [1] year from the |
| 24 from the date of the final signature below if not filled in). | 37 date of the final signature below if not filled in). |
| 25 | 38 |

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 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 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 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 _____