**REFERRING AGENT Agreement**

**Effective \_\_\_\_\_\_\_\_\_\_\_ to December 31, 20­­­\_\_\_** 

**Referral Agent:**

* Commission: 25% commission after Company Fees on all business referred to Team. This includes any leads that come from agent’s own advertising but must be identified as such up front (Team will also try to query lead). All commissions are based on our share after referral fees/commissions paid to others. 15% commission on third generation referrals (see example below). No commission on fourth generation referrals.
* Referring Agent Commission Example: Normally 25% off the top to the Referring Agent after Long Fee; 15% if it’s a third-generation referral. If a Referring Agent client refers a client to the Team, that is a second-generation client because he/she comes from the Referring Agent’s sphere. A third-generation client is a client who is referred from that referred client (as long as the Referring Agent does not have a relationship with that client). No Referring Agent fee for fourth generation referrals (a referral from the third-generation client). EXAMPLE: John is a long-time RA client; John refers Jim to the RA or to the Team (second generation); the RA does not know Jim and does not get to know him during the transaction; Jim refers his son Ralph directly to the Team (not to the RA); Ralph is a third-generation client.
* Work as an Assistant to Team: No annual Company Fees.
* E & O Insurance: The Team will pay your annual E & O Insurance premium provided RA produces at least 5 transactions per year.
* Other licensing and membership fees: Paid by agent.
* Marketing: We will market to your sphere at our expense as long as there is adequate return on the advertising to meet our margins ($2M gross annual sales = 100 mailings per month max). We want to promote you as still active in the business!
* Signs: Any signs and marketing will be in Team name. Agent rider okay as long as company doesn’t complain (company policy is lead agent only).
* Customers: All customers are entered into the Team drip and marketing systems. We do monthly mailings with your personal Team branding.
* Referrals Outside Team: Any referral fees generated by agent referrals of a client to someone outside of the Team will be paid at 100% after transaction fees and expenses. Agents will only refer outside when the Team cannot or does not desire to accommodate the client.
* Farming and Marketing: Farming and other personal marketing will be at the agent’s own expense and will use Team branding to comply with Company and ADRE rules.
* Email: Use Team email and filing system for all correspondence. All clients will be entered in the Team Outlook Contacts once captured for storage and marketing.
* Longnet Marketing Name: IAW Company policy, each Team Member will update their Marketing Name in Longnet to include: Agent Name, The Tucson Homes Team. Any advertising/marketing shall also display the Team name along with the agent name.
* Compensation: All compensation for licensed Team Members will be paid through the Company.
* Legalities: All Team Members shall adhere to the National Association of Realtors Code of Ethics. The Company will not get involved with any intra-Team disputes.
* Term: This agreement shall continue to be in effect after the term date in the above title header, until replaced by a new agreement or terminated by written or email notice.
* Agreement: This agreement is not binding on the Company.

**Termination Agreement:**

* When you leave the Team for any reason, you may take with you any personal listing that you initiated or brought to the Team that is not under contract at that time provided the customer agrees. If leaving Long Realty, then the moving of a listing is subject to Long Realty approval. You will pay us back any expenses that have already been accumulated for the listing. If under contract we agree to work together to close the transaction and abide by the above commission schedule. You may keep any personal clients that you have brought to the Team and identified initially as such, as long as they would prefer to remain with you.

Date: ­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lead Agent (Print/Sign): ­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Referring Agent (Print/Sign): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_