



REFERRAL COMPENSATION AGREEMENT



(BROKER TO BROKER ONLY, NOT FOR LENDERS/CLOSING SERVICE PROVIDERS)
(REQUIRES BROKERAGE TO BROKERAGE RESPA/LEGAL REFERRAL EXEMPTION/ALLOWANCE)

PARTIES: This legally binding Referral Compensation Agreement ("Contract") entered into by:

Referral Sending Broker ("Sender"), _____

Referral Receiving Broker ("Receiver"), _____

- (A) "Brokers" are state licensed brokers-in-charge supervising their associated real estate licensees, and their subagents.
(B) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials/date on this Contract and Delivers Notice awareness of receipt causing this Contract to be binding on all Parties.
(C) "Business Day" - a 24 hour period (Monday/Tuesday/Wednesday/Thursday/Friday) beginning at 10 AM and counted from 10 AM of the first Business Day following the appropriate date (Effective Date, stated date, Notice Delivery date). Business Days shall not begin, end, or include any Saturday, Sunday, or Federal legal holiday.
(D) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
(E) "Principal" is the individual(s) or business organization(s) being referred from one Broker to another Broker.
(F) "Real Estate Transaction" is disposition of real estate involving the Principal. Receiver compensated for services.
(G) "Time" is South Carolina local time. Time is of the essence with respect to all provisions of this Contract.

PRINCIPAL: Buyer/seller/tenant/landlord/other being referred (name/address/phone/email/fax/company/other): _____

Principal's real estate needs: _____

Alternatively by checking this box [], the Parties agree that Sender shall provide Principal name and contact information to Receiver within _____ Business Days of Sender receiving \$ _____ from Receiver. Sender represents they have authority and permission from Principal to make this compensated referral.

REFERRAL COMPENSATION: In consideration of Sender referring Principal to Receiver, Receiver agrees to pay Sender compensation calculated as \$ _____ or _____ % of Receiver's total gross compensation from Principal's Real Estate Transactions earned within _____ Business Days of this Contract Effective date ("Referral Compensation"). Unless otherwise agreed upon in writing _____ alternatively by checking this box [] Referral Compensation is calculated by multiplying the percentage stated above solely to Receiver's total gross compensation earned only on the Principal's "side" of the transaction and/or other: _____

Receiver shall deliver Referral Compensation to Sender no later than _____ Business Days of date that Receiver takes possession of their Good Funds total/partial gross compensation earned from Principal's Real Estate Transactions involving Receiver (e.g. Principals buy, sell, lease, exchange, trade, option, other _____ real estate). Upon Sender request, Receiver agrees to provide reasonable documentary evidence to account for Referral Compensation. Receiver and Sender agree to comply with all applicable tax laws, federal laws, RESPA, REALTOR® rules, and state laws.

Referral Compensation will be made payable to and timely delivered to address: _____

SENDER: _____ Date: _____ Time: _____
Company/position/title: _____ Phone/fax: _____
Address: _____
Email: _____ REALTOR® member at _____
State of license _____ License # _____ Expires _____ Tax ID # _____

RECEIVER: _____ Date: _____ Time: _____
Company/position/title: _____ Phone/fax: _____
Address: _____
Email: _____ REALTOR® member at _____
State of license _____ License # _____ Expires _____ Tax ID # _____

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