



# REFERRAL AGREEMENT BETWEEN BROKERS

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**1. PARTIES:** The parties to this agreement are:

Receiving Broker: \_\_\_\_\_ License number: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Fax or E-Mail: \_\_\_\_\_  
Sales agent name: \_\_\_\_\_ License number: \_\_\_\_\_

Referring Broker: \_\_\_\_\_ License number: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Fax or E-Mail: \_\_\_\_\_  
Sales agent name: \_\_\_\_\_ License number: \_\_\_\_\_

**2. PROSPECT:** The Prospect being referred to Receiving Broker is:

Prospect Name: \_\_\_\_\_  
Contact person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Fax or E-Mail: \_\_\_\_\_  
Comments/Instructions: \_\_\_\_\_

**3. REFERRING BROKER'S FEE:** In the event Receiving Broker earns a fee or other payment for services rendered in connection with a real estate transaction involving Prospect within \_\_\_\_\_ days after the date this agreement is signed by both parties (termination date), Referring Broker will be entitled to a referral fee and Receiving Broker will pay Referring Broker's fee in the amount and manner stated below. Referring Broker's fee is payable at the time Receiving Broker receives the Receiving Broker's fee, and is payable only from a portion of Receiving Broker's fees. If Receiving Broker's fee is received in multiple installments, Referring Broker's fee will be paid in proportion to the fees received by Receiving Broker under the same schedule as received by Receiving Broker.

**A. Sales:**

(1) If Prospect enters into a binding agreement to buy or sell all or part of a property at any price, Receiving Broker will pay Referring Broker a fee equal to:

- (a) \_\_\_\_\_ % of Receiving Broker's fee
- (b) \_\_\_\_\_ % of the sales price.
- (c) \_\_\_\_\_.

(2) Any escrow or closing agent may pay Referring Broker's fee from Receiving Broker's fee at closing.

**B. Leases:** (the term "lease" includes subleases, assignments of leases, and beneficial terminations of leases)

(1) Initial Lease: If Prospect enters into a lease agreement, Receiving Broker will pay Referring Broker a fee equal to:

- (a) \_\_\_\_\_ % of Receiving Broker's fee
- (b) \_\_\_\_\_ % of the rents upon which Receiving Broker's fee is calculated.
- (c) \_\_\_\_\_.

(2) **Renewals:** If Prospect enters into a lease and subsequently extends, renews, or expands the lease (including new leases for more, less, or different space in the same building, center, or complex), Receiving Broker will pay Referring Broker a fee equal to:

- (a) \_\_\_\_\_ % of Receiving Broker's fee.
- (b) \_\_\_\_\_ % of the rents upon which Receiving Broker's fee is calculated.
- (c) \_\_\_\_\_.

(3) **Subsequent Sale to a Tenant:** If Prospect leases all or part of a property and later agrees to buy all or part of the property, and Receiving Broker receives a fee, Receiving Broker will pay Referring Broker a fee equal to:

- (a) \_\_\_\_\_ % of Receiving Broker's fee.
- (b) \_\_\_\_\_ % of the sales price.
- (c) \_\_\_\_\_.

4. **SURVIVAL:** The obligation to pay a fee earned on or before the termination date and the obligation to pay a fee under paragraphs 3B(2) and 3B(3) will survive the termination of this agreement.

5. **RELATED PARTIES:** If a related party of Prospect agrees to buy or lease all or part of a property within the term of this agreement, Referring Broker will be entitled to all compensation under this agreement as if Prospect had acquired the property. "Related party" means any assignee of Prospect, any family member or relation of Prospect, any officer, director, or partner of Prospect, any entity owned or controlled, in whole or part, by Prospect, and any entity that owns or controls Prospect, in whole or part.

6. **SPECIAL PROVISIONS:**

7. **LICENSED BROKERS:** The parties to this agreement represent they are licensed real estate brokers in Texas or their respective state.

8. **ADDENDA AND OTHER DOCUMENTS:** Addenda that are part of this agreement and other documents that may need to be provided are:

- A. Referring Broker's IRS Form (W-8 or W-9), if required (see [www.irs.gov](http://www.irs.gov) for requirements)
- B. \_\_\_\_\_
- C. \_\_\_\_\_

Receiving Broker: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Printed Name & Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Referring Broker: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Printed Name & Title: \_\_\_\_\_  
Date: \_\_\_\_\_