



REFERRAL FEE **CONTRACT** AGREEMENT  
Hawaii Association of REALTORS® Standard Form  
Revised 2/08 (NC) For Release 11/14 from subcommittee  
8/27/15



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Reference Date **ATE**: \_\_\_\_\_

REFERRING BROKERAGE FIRM: \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

REFERRING AGENT #1 (if any): \_\_\_\_\_ Phone \_\_\_\_\_ E-mail \_\_\_\_\_

REFERRING AGENT #2 (if any): \_\_\_\_\_ Phone \_\_\_\_\_ E-mail \_\_\_\_\_

RECEIVING BROKERAGE FIRM: \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

RECEIVING AGENT (if any): \_\_\_\_\_ Phone \_\_\_\_\_ E-mail \_\_\_\_\_

REFERRED PERSON **PRINCIPAL** CLIENT NAME: \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

AGREEMENT:

- Term:** This Agreement **Contract** shall be effective for \_\_\_\_\_ months from execution **by the parties and shall apply to, for** any contracts entered into by **Referred Person Principal** for the **listing, sale, purchase, lease, option or exchange** of real property.
- Referral Fee:** In consideration for receipt of the referral of **Referred Person Principal** from Referring Brokerage Firm, Receiving Brokerage Firm agrees to pay Referring Brokerage Firm as follows: \_\_\_\_\_ % of the total gross compensation earned by Receiving Brokerage Firm (based upon the **Referred Person's Principal's** side of all transactions), **OR \$** \_\_\_\_\_, payable **(through escrow, if used in Principal's transaction)** upon recordation of deed or other evidence of transfer.  
~~[ ] Referring Brokerage Firm represents that Referred Person has consented to such referral. Acceptance of this incoming referral is conditioned upon the referring agent/company having received the referred party's initial permission to make this referral. If the receiving Brokerage Firm determines from the referred party that such permission has not been granted, the Receiving Brokerage Firm will notify the referring agent/company in writing and this Referral Agreement shall then immediately become null and void, with no further obligation of the Receiving Brokerage Firm to pay any referral fee to referring agent/company.~~
- Mediation and Arbitration:** If any dispute or claim in law or equity arises out of this **Referral Fee Contract Agreement**, and the parties are unable to resolve the dispute, the parties agree to attempt in good faith to settle such dispute or claim by non-binding mediation through one of the local Hawaii Boards of REALTORS®, or through a mutually agreed upon dispute resolution company located in Hawaii. If the mediation is not successful, the parties agree to binding arbitration before one of the local Hawaii Boards of REALTORS®, or before a mutually agreed upon arbitrator in accordance with the Rules of Commercial Arbitration of the American Arbitration Association. **The arbitration of any dispute under this Referral Fee Contract shall be held in Hawaii.**
- Governing Law:** This **Referral Fee Contract Agreement** shall be governed by, interpreted, construed, applied and enforced in accordance with the laws of Hawaii. The courts of the State of Hawaii, or the federal court of the United States situated therein, as applicable, shall have sole and exclusive jurisdiction over any action, claim, demand, proceeding or lawsuit whatsoever arising under or in relation to this **Referral Fee Contract Agreement** or its subject matter. The parties irrevocably agree, consent and submit themselves to the subject matter and personal jurisdiction of such courts for such purposes. ~~The arbitration of any dispute under this Agreement shall be held in Hawaii.~~
- Representations:** **The parties represent that they each hold an active real estate Broker's license in good standing in the state or country indicated. The parties further agree not to negotiate on behalf of the Referred Person within any state or country in which they are not licensed. Complete Agreement:** ~~This Agreement is the complete and exclusive statement of the agreement between the parties, and supersedes all prior agreements, oral or written, and all other communications, promises or discussions between the parties relating to the subject matter of the Agreement. This Agreement may only be amended by a written instrument executed by both parties hereto.~~
- W-9 Form:** Referring Brokerage Firm shall ~~company to~~ provide a W-9 Form to Receiving Brokerage Firm prior to closing
- Other Terms:** \_\_\_\_\_



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678. Complete Contract: This Referral Fee Contract is the complete and exclusive statement of the agreement between the parties, and supersedes all prior agreements, oral or written, and all other communications, promises or discussions between the parties relating to the subject matter of the Referral Fee Contract. This Referral Fee Contract may only be amended by a written instrument executed by both parties hereto. Other  
Terms: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DRAFT

By signing below, the parties agree to the terms of this Referral Fee Contract Agreement and represent that they each hold an active real estate Broker's license in good standing in the state or country indicated, and further agree, with respect to this transaction, not to negotiate within any state or country in which they are not licensed.

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

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

REFERRING BROKERAGE FIRM:

RECEIVING BROKERAGE FIRM:

Authorized Broker or PB Signature \_\_\_\_\_

Principal Broker or Broker-in-Charge Signature \_\_\_\_\_

Principal Broker or Broker-in-Charge Signature \_\_\_\_\_

Authorized Broker or PB Signature \_\_\_\_\_

(Print name) \_\_\_\_\_

(Print name) \_\_\_\_\_

Real Estate Lic. # \_\_\_\_\_ State/Country \_\_\_\_\_

Real Estate Lic. # \_\_\_\_\_ State/Country \_\_\_\_\_

Federal Tax ID # \_\_\_\_\_

