



**REFERRAL FEE CONTRACT**  
**Hawaii Association of REALTORS® Standard Form**  
**Revised For Release from subcommittee 8/27/15**



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

**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:** \_\_\_\_\_

Address \_\_\_\_\_

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

**AGREEMENT:**

1. **Term:** This Contract shall be effective for \_\_\_\_\_ months from execution by the parties and shall apply to any contracts entered into by Referred Person for the sale, purchase, lease, option or exchange of real property.
2. **Referral Fee:** In consideration for receipt of the referral of Referred Person 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 side of all transactions, **OR** \$ \_\_\_\_\_, payable upon recordation of deed or other evidence of transfer.
3. **Mediation and Arbitration:** If any dispute or claim in law or equity arises out of this Referral Fee Contract, 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.
4. **Governing Law:** This Referral Fee Contract 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 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.
5. **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.
6. **W-9 Form:** Referring Brokerage Firm shall provide a W-9 Form to Receiving Brokerage Firm prior to closing
7. **Other Terms:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
8. **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.



By signing below, the parties agree to the terms of this Referral Fee Contract. .

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

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

**REFERRING BROKERAGE FIRM:**

**RECEIVING BROKERAGE FIRM:**

\_\_\_\_\_

\_\_\_\_\_

Principal Broker or Broker-in-Charge Signature

Principal Broker or Broker-in-Charge Signature

(Print name)

(Print name)

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

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

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

DRAFT