



REFERRAL FEE CONTRACT
Hawaii Association of REALTORS® Standard Form
Revised ~~12/17 (NC)4/22~~ For Release ~~11/2211/24~~



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Reference Date: _____

REFERRING BROKERAGE FIRM: _____

Address _____

Phone _____ Fax _____ E-mail _____

REFERRING AGENT (if any): _____ Phone _____ E-mail _____

RECEIVING BROKERAGE FIRM: _____

Address _____

Phone _____ Fax _____ E-mail _____

RECEIVING AGENT (if any): _____ Phone _____ E-mail _____

REFERRED PERSON: _____

Referred Person has knowledge of such referral.

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.

Hawaii General Excise Tax. If the subject property is in Hawaii, Receiving Brokerage Firm will deduct General Excise Tax from Referral Fee to Referring Brokerage Firm, unless Referring Brokerage Firm provides their Hawaii General Excise Tax Account Number to Receiving Brokerage Firm, minus any applicable Hawaii General Excise Tax, payable upon recordation of deed or other evidence of transfer. Referring Broker's Hawaii General Excise Tax Number _____ (if applicable).

Federal Tax Form. Referring Brokerage Firm will provide their W-9 Form to Receiving Brokerage Firm, unless exempt by law.

Referring Brokerage Firm represents that Referred Person has knowledge of such referral.

33. 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/Hawaii Boards of REALTORS®, or through a mutually agreed upon dispute resolution company located in Hawaii/Hawaii. If the mediation is not successful, the parties agree to binding arbitration before one of the local Hawaii/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/Hawaii.

44. Governing Law: This Referral Fee Contract shall be governed by, interpreted, construed, applied and enforced in accordance with the laws of Hawaii/Hawaii. The courts of the State of Hawaii/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.

55. 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; Tax Forms: (a) Referring Brokerage Firm shall provide a W-9 Form to Receiving Brokerage Firm (b) Hawaii General Excise Tax License Number, if available prior to closing.

76. Other Terms: _____

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7.8. 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.

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Exhibit S
Agenda, SFC Meeting (May 26, 2022)

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 # _____

NOTE: THERE IS NO WARRANTY ON PLAIN LANGUAGE. An effort has been made to put this agreement into plain language. But there is no promise that it is in plain language. In legal terms, THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, THAT THIS AGREEMENT COMPLIES WITH CHAPTER 487A OF THE HAWAII REVISED STATUTES. This means that the Hawai'i Association of REALTORS® is not liable to any Referring Brokerage Firm, Receiving Brokerage Firm, or other person who uses this form for any damages or penalty because of any violation of Chapter 487A. People are cautioned to consult with their own attorneys about Chapter 487A (and other laws that may apply).