

SellMyApartment.com Referral Agreement for Brokers

This agreement establishes a referral arrangement between SellMyApartment.com, Inc. (“SellMyApartment.com”) and _____ (“Broker”), including any agents operating under the Broker. This agreement aims to use plain English so both parties understand our arrangement. We hope to have a long and mutually beneficial relationship.

Definition of Referral

SellMyApartment.com matches buyers and sellers of real estate (“Clients”) with a broker or agent who can best serve their needs. A “Referral” is defined as when SellMyApartment.com has recommended the Broker or the Broker’s agent to the Client via phone or via the SellMyApartment.com website. After a Referral, SellMyApartment.com will attempt to introduce the Client to the Broker or Broker’s agent via phone, text, or email, but such introduction is not necessary for a Referral to be made.

Referral Fee

In consideration for Referrals, the Broker agrees to pay SellMyApartment.com a referral fee as follows:

- A referral fee is triggered when a transaction closes within two years of the date of the Referral.
- The referral fee shall be 15% of the Broker’s side of the gross commission. Gross commission is calculated prior to any split of commission with the agent or any other brokers on the Broker’s side of the transaction. The Broker will not owe any monthly or per-lead fees.
- If a Broker represents both a buyer and seller on the same transaction and one party is a SellMyApartment.com Referral, referral fee will be 15% of ½ of the total gross commission of the transaction.
- If a Broker represents both a buyer and seller on the same transaction where both parties are SellMyApartment.com Referrals, the referral fee will be 25% of the total gross commission.
- If a Broker represents a client referred by SellMyApartment.com in multiple transactions within two years of the date of the referral, the 15% referral fee will apply to these additional transactions. No fee shall apply to transactions after the two-year period.
- After the signing of a contract for a transaction resulting from a Referral, the Broker will promptly notify SellMyApartment.com via email or via the SellMyApartment.com website and indicate the expected closing date. The Broker will pay the resulting referral fee from escrow or within ten (10) days of closing of such a transaction.

Voluntary Participation

Broker’s participation in SellMyApartment.com’s service is voluntary and can be terminated by either party at any time with written notice. However, any Referrals made prior to such termination are still bound by this agreement, and referral fees (calculated per the above) will be due upon close of any transactions resulting from such Referrals.

- The Broker is responsible for maintaining its real estate license and for following all applicable real estate laws regarding disclosures, documentation and other broker responsibilities.

- In the unlikely event of a legal dispute between SellMyApartment.com and the Broker, the prevailing party will be entitled to recover its attorneys' fees and costs from the other party. This Agreement will be governed by New York law, without regard to its conflict of laws provisions.
- The Broker and its agents are solely responsible for the real estate brokerage services provided to the Clients. The Broker agrees to indemnify and hold SellMyApartment.com harmless from any claims, costs, and damages incurred by SellMyApartment.com arising from claims by Clients regarding the brokerage services provided.
- Any notices between SellMyApartment.com and the Broker are to be sent to the email addresses below unless such address is changed in writing.

SellMyApartment.com

Name: _____
Date: _____
Email: _____

BROKER

Name: _____
Date: _____
Email: _____