**REFERRAL AGREEMENT**

**THIS REFERRAL AGREEMENT** (this “Agreement”) is made and entered into effective as of the date it is signed by the last of the parties to sign (the “Effective Date”), by and between Dolce Vita Real Estate, Inc. dba Global Luxury Group (“Referring Brokerage”) having a mailing address of 9440 Santa Monica Boulevard, Suite 301, Beverly Hills, CA 90210 and [*insert company name*], [*insert type of entity and state of formation*] (“Recipient Brokerage”) having a mailing address of [*insert address of recipient brokerage*]. Referring Brokerage and Recipient Brokerage will sometimes be referred to in this Agreement as the “Parties” and individually as a “Party.”

**BACKGROUND**

1. Referring Brokerage is a full-service real estate brokerage company offering real estate brokerage services to clients throughout California.
2. Stephen S. Cooper (“Referring Broker”) is a duly licensed real estate licensee broker-officer associated with Referring Brokerage.
3. Recipient Brokerage is a duly licensed real estate brokerage company operating in the state of its formation.
4. [I*nsert Individual Agent’s Name*] (“Recipient Broker”) is a duly licensed real estate licensee associated with Recipient Brokerage.
5. Referring Brokerage, through Referring Broker, desires to refer prospective client leads to Recipient Brokerage, though Recipient Broker, during the Term (defined below) of this Agreement, and Recipient Brokerage, through Recipient Broker, desires to receive prospective client leads from Referring Brokerage, through Referring Broker, during the Term of this Agreement, all in accordance with the terms of this Agreement.

**AGREEMENT**

 **NOW, THEREFORE**, in consideration for the mutual covenants in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the Parties agree as follows:

1. Referral of Prospective Client. During the Term of this Agreement, Referring Brokerage, through Referring Broker, may provide Recipient Brokerage, through Recipient Broker, with the names, addresses, telephone numbers, and/or e-mail addresses (collectively, “Contact Information”) of persons and/or entities (each, a “Prospective Client”) that Referring Brokerage or Referring Broker reasonably believes are ready, willing, and able to sell, purchase, or lease real property (each, a “Property”). Referring Brokerage shall provide Recipient Brokerage with the Contact Information for each Prospective Client *via* e-mail to Recipient Brokerage’s e-mail address, as set forth below; the date that such Contract Information is provided to Recipient Brokerage shall be known as the “Referral Date.”

1. Referral Fee Amount; Payment; Notice. Recipient Brokerage agrees to pay Referring Brokerage a referral fee (“Referral Fee”) equal to the following:
2. Sale. If Recipient Brokerage, through Recipient Broker, represents Prospective Client in the sale of Property owned or controlled by Prospective Client, then (i) forty percent (40%) of the listing-side of the final, gross real estate commission generated from the sale of such Property, for the first and second such transaction, and (ii) thirty percent (30%) of the listing-side of the final, gross real estate commission generated from the sale of such Property, for any subsequent transaction of the same type. The Referral Fee under this Section 2(a) shall be earned upon the first of the following to occur: close of escrow of the subject Property, or recordation of the transferring deed associated with the subject Property.
3. Purchase. If Recipient Brokerage, through Recipient Broker, represents Prospective Client in the purchase of Property by Prospective Client, then (i) forty percent (40%) of the total co-broke earned by Recipient Brokerage, for the first and second such transaction, and (ii) thirty percent (30%) of the total co-broke earned by Recipient Brokerage for any subsequent transaction of the same type. The Referral Fee under this Section 2(b) shall be earned upon the first of the following to occur: close of escrow of the subject Property, or recordation of the transferring deed associated with the subject Property.
4. Leasing. If Recipient Brokerage, through Recipient Broker, represents Prospective Client in the leasing of Property by Prospective Client, whether as a landlord or tenant, then (i) forty percent (40%) of the total co-broke earned by Recipient Brokerage, for the first and second such transaction, and (ii) thirty percent (30%) of the total co-broke earned by Recipient Brokerage for any subsequent transaction. The Referral Fee under this Section 2(c) shall be earned upon the execution of the lease agreement associated with the subject Property.
5. Dual Agency. If Recipient Brokerage, through Recipient Broker, represents (as a dual agent) both Prospective Client and an opposite party (The Buyer) in the same transaction, provided Recipient Broker was introduced to the opposite party (The Buyer) as a result of listing and/or marketing the Property, then (i) forty percent (40%) of the listing-side of the final, gross real estate commission generated from the sale or lease (on the seller side) of such Property, *plus* forty percent (40%) of the total co-broke for the selling or lease (on the buyer side) of the transaction and (ii) thirty percent (30%) of the total co-broke earned by Recipient Brokerage for any subsequent transaction. The Referral Fee under this Section 2(d) shall be earned upon the first of the following to occur: close of escrow of the subject Property, the recordation of the transferring deed associated with the subject Property, or the execution of the lease agreement associated with the subject Property.
6. Payment of Referral Fee. Recipient Brokerage shall, to the maximum extent possible, ensure that payment of any Referral Fee to Referring Brokerage generated as a result of a sale or purchase of Property, shall be made by and through that escrow company or law firm facilitating the transaction, upon the closing of escrow. Payments of any Referral Fee generated as a result of a lease agreement shall be made directly by Recipient Brokerage to Referring Brokerage pursuant to any payment instructions furnished to Recipient Brokerage by Referring Brokerage.
7. **Notice to Referring Broker. Recipient Brokerage shall notify Referring Brokerage in accordance with Section 8, below, of the occurrence of the following events within forty-eight (48) hours after each of the following (as applicable):**
	* 1. **Referring Brokerage’s receipt of a fully executed listing agreement or buyer’s representation agreement, as applicable, concerning a Prospective Client;**
		2. **Referring Brokerage’s receipt of a fully executed purchase and sale agreement or lease agreement, as applicable, concerning a Prospective Client; and**
		3. **The close of escrow of the subject Property, or recordation of the transferring deed associated with the subject Property.**
8. Pre-Existing Relationships. If Recipient Brokerage receives a referral of a Prospective Client from Referring Brokerage, with whom Recipient Broker (not Recipient Brokerage) has already established a relationship within the twelve (12) consecutive month period immediately preceding the Referral Date, no Referral Fee is to be paid under Section 2. In such cases, Recipient Brokerage must provide proof of Recipient Broker’s pre-existing relationship with Prospective Client, to Referring Brokerage.  Acceptable forms of proof may include, but are not limited to, non-confidential, written correspondence from Prospective Client to Recipient Broker, or any agency agreement between Prospective Client and Recipient Brokerage. Any proof of such pre-existing relationship must be in writing and contain the date of the communication or agreement.
9. Transaction-Specific Documentation. This Agreement is intended for use throughout California for any number of referrals made by Referring Brokerage, through Referring Broker, to Recipient Brokerage, though Recipient Broker. As such, Referring Brokerage and Recipient Brokerage agree to execute additional, transaction-specific documentation (“Transaction-Specific Documentation”) that Referring Brokerage or Referring Broker believe necessary to fulfill the covenants under this Agreement. Each such document shall be deemed incorporated by this reference into this Agreement, and constitute a part of this Agreement.
10. Term and Termination; Referral Tail Period. This Agreement shall commence on the Effective Date, and expire on the five (5) year anniversary of the Effective Date (the “Term”), unless earlier terminated in accordance with this Section 5. Notwithstanding the foregoing, either Party may terminate this Agreement for any reason effective upon the delivery of a written notice of termination to the other. Recipient Brokerage shall remain obligated to pay Referring Brokerage a Referral Fee in accordance with Section 2, above, for a period of twenty-four (24) months following the latest of the following: (i) the expiration or earlier termination of this Agreement (the “Referral Tail Period”), in connection with any Prospective Client that was referred to Recipient Brokerage prior to the expiration or earlier termination of this Agreement; or (ii) the consummation of any transaction concerning a Prospective Client that began prior to the expiration or earlier termination of this Agreement.
11. Recipient Brokerage Representations, Warranties, and Covenants. Recipient Brokerage represents, warrants, and covenants to Referring Brokerage that as of the Effective Date and throughout the Term:
	1. Recipient Brokerage is and will remain duly licensed by, and in good standing with, the real estate licensing authorities in all states in which it conducts business;
	2. Recipient Brokerage will comply with each of the following prior to and in the course of acting upon any Prospective Client referrals delivered by Referring Brokerage: (i) the Telephone Consumer Protection Act of 1991 and any/all amendments theeto, and any and all rules and regulations promulgated therefrom (collectively, the “TCPA”); and (ii) any and all state-level laws, rules, and regulations that are analogous to the TCPA (collectively, “State-Level TCPAs”);
	3. Recipient Brokerage acknowledges and agrees that neither Referring Brokerage nor Referring Broker, (i) make any representation or warranties concerning any Contact Information to be provided to Recipient Brokerage and/or Recipient Broker, and (ii) “scrub” any Contact Information against any national or state hosted do-not-call lists;
	4. Recipient Brokerage shall not disclose to any party (other than Recipient Broker), or otherwise permit any persons to discover, the terms of this Agreement; and
	5. Recipient Brokerage shall not disclose to any party (other than Recipient Broker), or otherwise permit any person to discover, any Contact Information.
12. Waiver of Claims. Recipient Brokerage, on behalf of itself and its successors, irrevocably releases, waives, and forever discharges and exonerates Referring Brokerage, and all of its members, managers, officers, directors, shareholders, holding companies, subsidiaries, predecessors, successors, assigns, affiliates, associates, employees, attorneys, real estate brokers, and real estate salespersons, jointly and severally, from any and all demands, costs, claims, causes of action, losses, liabilities, penalties, debts, obligations, fees, expenses, damage awards, judgments, settlement amounts, and all other damages (including court costs, expert witness fees, and reasonable attorney’s fees), existing or subsequently arising, known or unknown, fixed or contingent, suspected or unsuspected, whether based on tort, contract, statute, common law, or any other type of legal or equitable theory which could be asserted in any state court, federal court, arbitration or any other legal or administrative proceedings, including, without limitation, actual, compensatory, consequential, incidental, liquidated or punitive damages, which touch upon, concern, arise from, or relate in any way to any allegation that in any way conflicts with any of Recipient Brokerage’s representations and warranties in Section 6, above.

**ADDITIONAL PROVISIONS**

1. Notices. All notices under this Agreement (each, a “notice”, and with the correlative meaning “notify”) shall be in writing and shall be deemed delivered only if, (a) delivered personally, in which case notice shall be deemed delivered upon receipt, or (b) sent via overnight delivery to the applicable Party’s mailing address, as set forth above, using a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such courier. Any notice to Referring Brokerage must also be e-mailed to both Sales@GlobalLuxuryInc.com, or such notice will not be deemed as having been delivered. Recipient Brokerage’s e-mail address is as follows: [I*nsert Realtor’s Email Address*]. Except as otherwise provided in this Agreement, a notice is effective only upon delivery to the receiving Party, and if the Party giving the notice has complied with the requirements of this Section 8. A Party’s address and/or e-mail address may be changed by written notice to the other Party; provided, however, that no notice of a change of address or e-mail address shall be effective until delivery of such notice.
2. Electronic Signatures and Counterparts. Electronic signatures shall be effective and binding upon the Parties. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
3. Applicable Law. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the substantive and procedural laws of the State of California, and to the extent controlling, to the federal laws of the United States of America, without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of California, or the United States of America, as applicable. The Parties stipulate that the forum, venue, and court for any legal action taken with regard to this Agreement shall be situated within the State of California. The Parties hereby consent to personal jurisdiction in California for purposes of such proceedings. The Parties waive rights to a jury trial regarding any issues under this Agreement, and instead shall submit to a bench trial.
4. Attorneys’ Fees. If an action is brought against a Party to enforce any of the terms or provisions of this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable expenses, including, but not limited to, all reasonable costs and reasonable attorneys’ fees. The amount of reasonable costs and reasonable attorneys’ fees shall be determined by the court and not by a jury, and shall be included in any judgment obtained by the prevailing Party. The prevailing Party will be that Party who may be fairly said by the trier of fact to have prevailed on the major disputed issues.
5. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be deemed severed from all other provisions hereof and the remaining provisions of this Agreement shall remain in full force and effect. It is the desire and intent of the Parties that this Agreement be enforced to the fullest extent permitted by law.
6. Sophisticated Parties. The Parties each represent that they are sophisticated commercial parties, and that the business arrangements to be provided under this Agreement are for commercial purposes only, and not for personal, family or household purposes.
7. Representation by Counsel. Each Party acknowledges that it has been represented, or has had ample opportunity to be represented, by its own legal counsel in connection with the negotiation, preparation, and execution of this Agreement. Any ambiguities in this Agreement will not be held against the drafter.
8. Relationship of Parties. Nothing contained in this Agreement constitutes or shall be construed to constitute the formation of a partnership, joint venture, tenancy-in-common, or any other form of co-ownership or common undertaking between or among the Parties or any other person, or the creation of any fiduciary relationship of any kind between or among the Parties or any other person. None of the Parties shall be deemed to be a partner, joint venture, co-tenant, trustee, or fiduciary with respect to any other party, or any person associated with any of the Parties, as a result of this Agreement.
9. Cooperative Brokerage Referral Agreement. This Agreement is a cooperative brokerage referral agreement between Referring Brokerage and Recipient Brokerage pursuant to 12 U.S.C. § 2607(c)(3) and 12 CFR § 1024.14(g)(1)(v).
10. Captions. Captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.
11. Entire Agreement. This Agreement, together with any Transaction-Specific Documentation, embodies the complete agreement and understanding among the Parties with respect to the subject matter of this Agreement and supersedes and preempts any prior understandings, agreements, or representations by or among the Parties, written or oral, which may have related to the subject matter of this Agreement in any way.
12. No Waiver. No waiver of any provision hereof shall be implied from the conduct of the Parties. Failure to insist on compliance with any term or condition contained in this Agreement shall not be deemed a waiver of that term or condition, nor shall any waiver or relinquishment of any right contained in this Agreement at any one time be deemed a waiver or release of any right at any other time or times. Any such waiver must be in writing and must be signed by the Party against which such waiver is sought to be enforced.
13. Successors. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors.
14. No Third Party Beneficiaries. No other party (that is, no third party) shall have the right to enforce the rights or obligations of any Party to this Agreement, or to pursue any other right or remedy hereunder, at law or in equity, it being understood and agreed that the provisions of this Agreement shall be solely for the benefit of, and may be enforced solely by, the Parties to this Agreement and their respective successors.
15. Survival. Any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement will survive the expiration or termination of this Agreement. Without limiting the generality of the foregoing, the following Sections shall survive this Agreement: 2, 6-22.

[*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*]

[*SIGNATURE PAGE IMMEDIATELY FOLLOWS*]

 SIGNATURE PAGE TO REFERRAL AGREEMENT

**IN WITNESS WHEREOF**, and by their signatures, below, the Parties accept and agree to each of the provisions contained in this Agreement as of the Effective Date.

**REFERRING BROKER:**

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

REFERRING BROKER: Dolce Vita Real Estate, Inc. dba Global Luxury Group

(Brokerage firm name)

Designated Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its Designated Broker

(Print Name) Stephen S. Cooper

**RECIPIENT BROKER:**

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

RECIPIENT BROKER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Brokerage firm name)

Designated Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Its Broker or Office Manager

(Print Name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agent Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Associate-Licensee)

(Print Name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_