



AgentHarvest

**2050 Creekridge Drive
Frisco, Texas 75034
Phone: 469-362-6194
Fax: 469-362-6539**

AgentHarvest Elite™ Real Estate Client Referral Agreement & Related Documents

This Agreement is made and entered into on this date by and between William Petrey of AgentHarvest, a licensed Realtor in the State of Texas under the brokerage of Bell Real Estate (the “Finder”) and the “Referred Agency” named below in the “Referred Agency” section.

Referral Fee for Client Leads

The Referral Fee rates are as follows:

Listing/Buyer Referrals: 25%
Commercial Lease Referrals: 25%
Residential Lease Referrals: 15%

Referral Fees are based on the total monies received by the Referred Agency for representing the Referred Client before any fees or withholdings are subtracted either in advance or at the time of closing. Payment is due at closing in the form of a check paid to **Bell Real Estate** and mailed to **2050 Creekridge Drive, Frisco, Texas 75034**.

A referral fee is owed if the referral results in one or more completed transactions, resulting in compensation being owed. A fee is owed per transaction for every transaction conducted by the referred client. The Referred Agency agrees **not to refer or assign any transaction from this lead to any party not bound by this Referral Agreement** except AgentHarvest, without paying The Finder a Transfer Fee equal to the Referral Fee due at the time of assignment or referral to the non-bound party. AgentHarvest has the option to waive the Transfer Fee if the Assigned Party agrees in writing to be bound by this agreement for the assigned Referred Client at the time of transfer.

Special Referral Fee Amounts

All referral fees are calculated as mentioned above with the exception of a few situations. If the Referred Agency purchases or leases the property as a buyer/tenant, then the Finder is entitled to a Referral Fee of 0.75% of the sale or lease price. If the Referred Agent represents both buyer and seller for the referred transaction, the Referred Agent agrees to pay AgentHarvest a Referral Fee of no less than 0.75% of the sales price for the completed transaction.

General Provisions

This agreement may be amended by mutual consent. Amendments to this agreement must be added to the bottom of this contract and initialed by both parties. William Petrey is a licensed Realtor in the State of Texas, under the brokerage of Bell Real Estate. Any party may terminate this agreement by e-mail with confirmed delivery or by certified letter.

The parties have read this Agreement and the Related Documents attached to this document and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written and all other communications

between them relating to the license and to the subject hereof. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party.

This agreement pertains to all future client leads or referrals sent from The Finder to the Referring Agency until the agreement is terminated. All leads will be e-mailed to the Referred Agency at the address specified below in the Referred Agency section. The Referred Agency agrees to update The Finder if any contact information listed below changes.

Exceptions or Exemptions for Specific Referrals

The Finder sends a timestamp with every referral. If the Referred Agency can prove that the Referred Client or another lead-generation company referring the Referred Client made contact regarding the referred transaction no more than 30 days before the timestamp for the specific purpose of servicing the same referral transaction, the referral will be reviewed by The Finder to determine whether or not an exception should be made to waive the Referral Fee for that specific referral. No exemption will be given if any contact by the Referred Client or another lead-generation company is made after the referral's timestamp. The Referred Agency has the entire burden of proof, and the claim must be accompanied with sufficient documentation to prove to The Finder's satisfaction that an exemption is warranted. If the exemption request is denied and paying the Referral Fee produces an unwanted situation; the Referred Agency is advised to not service the Referred Client in any way. Any exception made to a specific referral does not apply to any other referral. You must notify The Finder of any conflict **NO LATER THAN 5 DAYS** after receiving the referral to receive an exemption. After 5 days, **NO EXEMPTIONS WILL BE GIVEN** regardless of the situation.

Referral Delivery

The Referred Agency understands that all leads are provided immediately after the client submits their information on our website and The Finder verifies the email address submitted. Referrals are limited to no more than three agents per referral and each agent receives the same information simultaneously. The Referred Agency understands that some leads may be non-related, incomplete, or may contain false or misleading information that we are unable to control. The Referred Agency will not hold The Finder responsible for missing or false information and the Referred Agency agrees that a Referral Fee is owed at closing regardless of the completeness or accuracy of the referral. None of the information given by the Referred Agency to The Finder will be made publicly available on our website or any publications, but information listed below in "Shared With The Client" will be delivered by e-mail to the requesting client and displayed on a private webpage once AgentHarvest receives the client's information.

Required and Permitted Communication

The Finder will dispatch all referrals by e-mail and an alert of that dispatch will be sent in the form of a text message. On both the referral and the alert is a link that the Referred Agency is required to click on to confirm delivery receipt of the referral. Clicking on that link **does not confirm acceptance** of the referral. Acceptance is automatically assumed unless The Finder is notified with explanation why the referral is not being accepted. The Finder will also periodically ask for updates for each referral if updates aren't regularly given. The Referred Agency gives The Finder permission to use any method of contact included in this document for the purpose of dispatching referrals, requesting updates, or any other business-related announcements originated by The Finder's personnel. The Referred Agency agrees to initiate client contact within 30 minutes upon receipt; if no contact is made, will attempt contact again within 4 hours of receipt. The Referred Agency also agrees to notify The Finder after making contact with the client, provide bi-monthly updates regarding appointments and outcomes, all MLS status changes and contract to close information. The Referred Agency agrees to respond to the Referred Client and The Finder in a timely manner as specified in this agreement. **Failure to do so will result in either a temporary or permanent suspension from receiving referrals without notice.**

Territories And Areas

This agreement is not limited by territory or service area. Since the Referred Client picks the territory or service area from our website, The Referred Agency may receive leads from areas other than their desired area of focus. The Referred Agency may reject any referral that doesn't fall within their service area. Any form of acceptance of the lead, no matter where the client is located, The Referred Agency will be bound to the terms of this Agreement. The Referred Agency understands that a total of three agents are assigned to each referral. Because agents are selected based on performance criteria, it is possible that another agent from the same agency may be receiving these leads too. The Finder will try to avoid having multiple agents compete for the same referrals if possible. However, in some areas where a specific office dominates an area we may not have a choice.

Participation In The AgentHarvest Elite™

To be recognized as an AgentHarvest Elite Agent™, an agent (1) must show proof of expertise by completing the Proof of Expertise section of accompanying document attached to the Referral Agreement; (2) must be a full-service agent, as opposed to a MLS listing only service; (3) must work in the real estate industry as your primary occupation; (4) by signing this agreement, pledges to uphold The AgentHarvest Client's Bill of Rights attached to this document; and (5) must understand that every client referred by AgentHarvest will be asked for customer feedback. The Referred Agency knows that no more than two additional agents will receive a copy of each referral. The Referred Agency will continue to receive referrals as long as they meet the above criteria to remain classified as an AgentHarvest Elite Agent™ and agree to pay a referral fee for every referral received by The Finder.

Performance Ranking

The Referred Agency's performance is consistently monitored. The Finder grades an agent on response times, sales performance, customer feedback, all forms of communication with The Finder, and other performance statistics in order to rank agents in our system. Agents failing to achieve sufficient rank may lose some or all territories to agents of higher rank, or may be removed from our system without notice.

(Please Print Clearly)

Referred Agency

Signature: _____ Date: _____

Agent: _____ Agency: _____

RE License #: _____ Year Licensed: _____

Team: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

E-mail: _____

Information Shared With The Client

Agent: _____

Agency (full name): _____

Direct Phone: _____

Cell Phone: _____

E-mail: _____

2nd E-mail: _____

(Additional e-mail to receive referrals. Can be an assistant, your personal e-mail, etc.)

Text Message Number 1: _____

(Used for sending referral alerts in addition to email for instant notification.)

Text Message Number 2: _____

(Optional additional text message number. Can be an assistant, your partner, etc.)

Text Message Number 3: _____

(Optional additional text message number. Can be an assistant, your partner, etc.)

Website 1: http:// _____

Website 2: http:// _____

Website 3: http:// _____

Website 4: http:// _____

Since our clients are Internet focused, at least ONE of the four websites submitted must be a dedicated agent website, team website, or a page on your brokerage site, promoting your services. It must clearly explain your experience and expertise while being attractive, complete and current. The other sites submitted could be any site that promotes your services such as your Facebook Page, blog, or other form of marketing page.

Administrative Contacts

(Used by AgentHarvest Personnel for updates and communications & not shared with clients)

Name: _____

Job Title: _____

Direct Phone: _____

Cell Phone: _____

E-mail 1: _____

E-mail 2: _____

Minimum Requirements

Please complete this section to provide the information needed to show your experience and qualifications to be recognized as an AgentHarvest Elite Agent™ for your requested areas.

Territories Requested

Requested Cities (list as City, State):

(Area requests must be supported by a history of sales in that area.)

Metro Area where these cities are located: _____

Proof of Expertise

1. Year you received your license: _____

2. Regional or Metro areas you have covered during your career:

3. Areas of Specialty (Please circle all that apply):

Residential Properties Condominiums Farm and Ranch Properties Foreclosures
Historic Properties Investment Properties Land Luxury Homes New Construction
Property Mgmt Svcs Residential Leases Short Sales Waterfront Properties

Multi-Lingual (*list languages that YOU are fluent in*): _____

Other Specialties: _____

4. Awards Submission:

Nationally Recognized Awards:

Please list the award's full name, and year won. Also please mention if it is an award, or membership into an exclusive group. Office-level awards are not applicable.

[Ex: Century 21 Centurion Award, 2013]

5. Rankings Submission:

National, Regional, Local Rankings:

Please list the ranking's full name, and year won. Please include a website link to the ranking where you are listed or provide a hard copy.

[Ex: RealTrends Top 1000 Real Estate Agents, 2013 <http://www.realtrends.com/products/top-1000-sales-professionals>]

6. Submission of Sales Transactions:

AgentHarvest Elite Eligible Transactions:

Please attach the requested number of transactions that you were either the selling agent or buyer's agent listed. Proof must be in the form of the **Agent Full Page Report** from your local MLS.

- All transactions, including a minimum of 25 sold transactions, from the past 12 months

7. Testimonials:

We would like to see testimonials from at least 5 clients.

***** PLEASE INCLUDE THE INFORMATION ABOVE WITH YOUR APPLICATION PACKET. *****

Evaluation by AgentHarvest:

When evaluating agents, AgentHarvest will look at testimonials, website links, state licensing data and class credits, your current Internet marketing packages and anything else we can find about you on the Internet. You must have at least 25 sold transactions during the past 12 months. Transactions alone will not qualify for approval into the program. You must have great Internet presence with informative data about you and your market, great testimonial support, and we must be assured that you will best represent our clients and us.

ALL INFORMATION WILL BE KEPT CONFIDENTIAL AND APPROVAL IS NOT AUTOMATIC.

The AgentHarvest Client's Bill of Rights

I understand that my client expects me to maintain the following levels of service and I have agreed to incorporate these procedures into my listing practices for all AgentHarvest referred clients.

1. If I work with a real estate team, I will provide my client with the names of each person my client will be working with, their office and cell phone numbers and Email addresses. I will also give my client a brief description of the functions they will be handling for my client.
2. I will provide my client with the name and contact information of a backup agent before I leave on vacation so my client's needs are met while I'm away.
3. I will give my clients all my professional contact information, Email addresses, phone numbers, cell phone numbers, social media IDs, etc.
4. I will provide my client with periodic reports showing sales activity and price changes in their neighborhood. Automated MLS Emails are acceptable.
5. I will give my client reports showing all buyer interest shown in the home including inquiries and showings.
6. I will contact all agents that showed my client's home to their clients to encourage a sale.
7. I will provide my client with a list of all media exposure where their home is featured, or send them a link to it if it's on the Internet.
8. I will use the maximum amount of pictures in MLS plus I will write a good description that showcases the home's most prominent features. All of the promotional pictures, including MLS photos, will be produced by a professional photographer.
9. I will constantly monitor my client's price competitiveness and suggest timely adjustments when necessary.
10. If I use fliers, I will make sure, with the client's help, that the info box remains full of fliers and/or we will place flyers on a table inside the house. Extra flyers will be left at the property so either my client or I can resupply as needed.
11. I will create a detailed marketing plan for my client's home and review it with my client.
12. I will set up my client in a Centralized Showing Service (CSS) to receive automated showing reports (if CSS or a suitable alternative is available in our area).
13. I will use a real estate lockbox that limits access to only agents and appraisers, such as a SUPRA iBox that requires a SUPRA key to open.
14. I will discuss a plan of action with my client for showing appointments scheduled at the last minute.
15. I will provide periodic updates to my client to discuss what's working and what's not, and any changes of strategy that may be needed.
16. I will demonstrate excellent communication skills in **responding back promptly and efficiently**.
17. I will furnish Buyers with a personal portal to receive properties and accommodate viewing properties of interest.
18. I will furnish a comparable market analysis of the property to the Buyer prior to submitting an offer.

I understand that these are the minimum levels of service that my client expects me to perform and **by signing the Referral Agreement**, I agree to uphold the philosophy of service described in this agreement to the best of my ability for all AgentHarvest referred clients.