

REFERRAL ALLIANCE



POLICIES AND PROCEDURES

1. **INTRODUCTION.** Referral Alliance (hereinafter referred to as “REFERRAL ALLIANCE”) is affiliated with Barnes Real Estate Services, Inc. The goal of REFERRAL ALLIANCE is to provide referrals to Barnes Real Estate Services, Inc. (“Coldwell Banker”) and REFERRAL ALLIANCE’s national network of brokers (collectively referred to as “Network Brokers”). This goal is accomplished through MEMBER’s Authorized Activities. Whenever possible, REFERRAL ALLIANCE will endeavor to first place the referral with Coldwell Banker and then to other Network Brokers.

2. **DEFINITION OF REFERRAL.** A “referral” is defined as a lead consisting of detailed information about a Referral Prospect that is communicated to REFERRAL ALLIANCE for placement with a Network Broker. As part of obtaining information regarding a Referral Prospect, MEMBER should obtain the name, address, business phone, home phone and other pertinent information to assist the real estate licensee to whom the prospect is referred in fulfilling the prospect’s real estate needs. REFERRAL ALLIANCE and Network Brokers will ensure the information provided is placed promptly with a qualified real estate licensee in the appropriate service area.

3. **REGISTRATION AND PLACEMENT OF REFERRALS.**

(a) MEMBER must register each referral with REFERRAL ALLIANCE either via phone or in writing. A referral will be credited to the MEMBER who REFERRAL ALLIANCE determines has submitted the Referral Prospect first.

(b) A referral will be placed with a real estate licensee of a Network Broker in the office which can best service that prospect, as determined by REFERRAL ALLIANCE and Network Broker, in their sole discretion. MEMBER may request that a prospect be assigned to a real estate licensee identified by MEMBER, but the final placement decision will be at the sole discretion of REFERRAL ALLIANCE and the Network Broker, in order to ensure the Referral Prospect receives the highest quality service.

(c) If a real estate licensee is already working with the Referral Prospect at the time MEMBER registers the Referral Prospect with REFERRAL ALLIANCE, MEMBER will be notified by REFERRAL ALLIANCE that the referral was rejected.

(d) MEMBER may earn a referral fee on a referral only if the Referral Prospect completes a real estate transaction (within the definition of Authorized Activities) with a Network Broker within the time periods set forth below and REFERRAL ALLIANCE is paid its referral fee on the transaction. If the referral was rejected or the Referral Prospect completes a transaction with a real estate licensee other than the licensee assigned by the Network Broker, no referral fee will be due to MEMBER. If the Referral Prospect had prior contact or buys and sells with a real estate licensee other than the licensee assigned by the Network Broker, no referral fee will be paid to the MEMBER.

(e) Network Brokers may have programs that offer special incentives to membership club members or employees (or their relatives) of various companies if they sell or buy through the Network Broker. Network Brokers reserve the right to reject referrals if the Network Broker has an obligation to reduce commission or provide credit or special incentives to the Referral Prospect by reason of their relationship to one of these companies. In these cases, REFERRAL ALLIANCE will not accept the referral and no referral fee will be due MEMBER. The names of these clubs and companies will be published by REFERRAL ALLIANCE from time to time or otherwise made available to MEMBER.

4. **TIME LIMIT OF AN ACCEPTED REFERRAL.**

Subject to paragraph 7 herein,

(a) A buyer/tenant referral is valid for a period of two (2) years from the date of registration of the referral (i.e., the Referral Prospect must execute a fully signed bilateral purchase and sale agreement or lease within two (2) years from the date of registration).

(b) A seller/landlord referral will be valid for a period of two (2) years from the date of registration of the referral (i.e., the Referral Prospect must execute a listing agreement within two (2) years from the date of registration).

(c) With the permission of the prospect, a MEMBER may extend the referral before the time limit expires. The referral extension must be registered with REFERRAL ALLIANCE.

5. **FOLLOW UP.** A written confirmation of the referral (including referral file number and date of registration) and its assignment to a specific real estate licensee will be sent to the Network Broker, the Referral Prospect and MEMBER. MEMBER should follow up with the Referral Prospect and with the real estate Licensee assigned to the Referral Prospect to ensure that appropriate levels of service are being provided. MEMBER should report any changes of the Referral Prospect’s status to REFERRAL ALLIANCE. MEMBER should always have the referral file number handy when communicating about a referral.

6. **CALCULATION OF REFERRAL FEES.**

(a) MEMBER's portion of a referral fee is only due and payable to MEMBER upon payment to, and receipt and clearance of, the total referral fee by REFERRAL ALLIANCE. MEMBER's portion of the total referral fee will be paid as soon thereafter as is practical.

(b) The total referral fee paid to REFERRAL ALLIANCE by the Network Broker is a portion of the total commission received by Network Broker on the transaction side referred by MEMBER for the services performed on behalf of the Referral Prospect. MEMBER may not negotiate referral fees with the Network Broker or the real estate licensee assigned to service the Referral Prospect. REFERRAL ALLIANCE has established agreements for referral fees with Network Broker, which may change from time to time.

Example (for demonstrative purposes only)

	Listing Referral (Local)	Buying Referral (Local)
\$100,000 Sale Price	\$100,000	\$100,000
6% commission	6,000	6,000
3% listing	3,000	3,000
3% selling	3,000	3,000
25% referral fee	\$750.00	\$750.00
Agent receives 100%	\$750.00	\$750.00

(d) Corporate leads, and referral fees on commercial and industrial transactions, may vary and shall be set by REFERRAL ALLIANCE. MEMBER will be notified, prior to placement of the referral, if the referral fee is less than the usual and customary referral fee in effect at the time.

(e) Referral Fees on non-local referrals may be up-charged by Referral Alliance above the standard 25% fee in order for the MEMBER to receive a full 25% fee and to enable Referral Alliance to recover overhead expenses. Referral Fee in excess of the 25% will be retained by Referral Alliance.

(e) Referral fees are not always available on rental / lease transactions.

7. **REFERRAL FEES AFTER TERMINATION (voluntary or involuntary).**

(a) REFERRAL ALLIANCE will honor all referral fees due the MEMBER where, at the time of expiration or termination of the Agreement, the MEMBER has provided a memorandum identifying each referral that meets the following requirements:

- 1) The Referral Prospect must have been registered with REFERRAL ALLIANCE prior to expiration or termination and;
- 2) The Referral Prospect must be a party to a fully executed bilateral contract to purchase or sell real estate, or a lease agreement (if the Referral Prospect was a landlord or tenant) at the time of MEMBER's termination.

(b) The payment of referral fees to a terminated MEMBER whose license is not current is subject to the laws of the State of Tennessee. In the event that the State of Tennessee does not permit commissions or other real estate compensation to be paid to an individual who does not have a current and active real estate license, no such referral fee shall be owed to the terminated MEMBER, and REFERRAL ALLIANCE shall retain the total referral fee.

8. **TRANSFERS OF MEMBERS.** A MEMBER who wishes to pursue a full-time career in real estate will be given the opportunity to interview with Barnes Real Estate Services, Inc. in their geographical area.

MEMBER ACKNOWLEDGES RECEIPT OF THIS POLICY MEMORANDUM AND AGREES TO ABIDE BY THE TERMS CONTAINED HEREIN. REFERRAL ALLIANCE MAY, FROM TIME TO TIME, MODIFY OR AMEND THIS POLICY MANUAL, IN ITS SOLE DISCRETION, WITHOUT THE REQUIREMENT OF A SEPARATE WRITTEN INSTRUMENT SIGNED BY MEMBER. NOTWITHSTANDING THE FOREGOING, REFERRAL ALLIANCE SHALL NOT MODIFY MEMBER'S SPLIT OF REFERRAL FEES WITHOUT A SEPARATE WRITTEN INSTRUMENT SIGNED BY MEMBER AND REFERRAL ALLIANCE

DATED: _____

MEMBER: _____

DATED: _____

REFERRAL ALLIANCE _____