

**PROPERTY MANAGEMENT REFERRAL AGREEMENT**  
**FROM REAL ESTATE AGENT**

**IDENTIFICATION OF PERSONS AND ENTITIES**

REFERRING BROKER: \_\_\_\_\_ (Brokerage Firm Name)

REFERRING AGENT: \_\_\_\_\_ (Associate-Licensee)

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**RECIPIENT BROKER:** Keller Williams Premier Partners  
100 Bluegrass Commons Blvd., Suite 140, Hendersonville, TN 37075  
Phone: (615) 822-8585

**RECIPIENT AGENT:** Livingstone Management  
100 Bluegrass Commons Blvd., Suite 140, Hendersonville, TN 37075  
Phone: (615) 234-1125

**AGREEMENT:**

WHEREAS, Livingstone Management ("Livingstone") is in the business of providing property management and leasing services for owners of investment properties as the agent of Keller Williams Premier Partners ("KWPP"), a licensed real estate broker in the State of Tennessee; and

WHEREAS, Referring Agent is in the business of providing real estate sales and leasing services for persons engaged in the buying, selling and leasing of real property as the agent of Referring Broker, who is a licensed real estate broker in the State of Tennessee; and

WHEREAS, the parties desire to enter into a referral relationship under which Referring Agent may, from time to time, refer potential property management clients to Livingstone in exchange for referral fees, as provided herein;

NOW THEREFORE, in consideration of the mutual promises contained herein, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Referrals.** During the term of this Agreement, Referring Agent may from time to time, without any obligation, refer prospective property management clients to Livingstone ("Referral"). All Referrals

must be made by Referring Agent to Livingstone in writing, including but not limited to e-mail or fax. A Referral shall not include any existing clients of Livingstone who have received property management services within twelve (12) months prior to the Referral Date or were referred by another source.

2. **Referral Fee.** In consideration for the Referral, Livingstone agrees to pay to Referring Agent ten percent (10%) of the first month's collected rent for each leased unit for which a Referral and Livingstone have entered into a binding property management agreement ("Referral Fee"). A Referral Fee shall only be paid if the Referral and Livingstone enter into a property management agreement within six (6) months of receiving the referral information. Referral Fees shall be payable from Keller Williams Premier Partners' trust account to the Referring Broker's trust account and subject to applicable agency agreements.

3. **Term and Termination.** The term of this Agreement shall commence as of \_\_\_\_\_. Either party may terminate this Agreement at any time by providing thirty (30) days written notice. Obligations to pay Referral Fees shall survive termination for Referrals received prior to termination. Referring Agent's right to Referral Fees shall expire six months following termination.

4. **Non-Solicitation and Non-Interference.** Livingstone agrees not to solicit or offer services to the Referral that compete with those of the Referring Agent while the Referral is under a Property Management contract with Livingstone. If the Referral wishes to sell their property, Livingstone shall notify the Referring Agent and refer the client back for listing purposes. Livingstone cannot guarantee that the Referral will seek future services from the Referring Agent.

5. **Compliance with Laws.** Referring Agent warrants that he/she is a licensed real estate agent in the State of Tennessee and conducts business in compliance with all applicable federal, state, and local laws.

6. **Relationship of Parties.** The parties enter into this Agreement as independent contractors. Nothing herein shall create a partnership, association, or joint venture.

7. **Assignment.** Neither party may assign rights or obligations under this Agreement without written consent of the other party, which shall not be unreasonably withheld.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date written below.

"Referring Agent": \_\_\_\_\_ (Signature)

"Livingstone Management": \_\_\_\_\_ (Signature)