



REFERRAL AGREEMENT

This Referral Agreement (the “**Agreement**”) is entered into on _____ (the “**Effective Date**”), by and between Doorstay, LLC (the “**Company**”) and [INSERT NAME], with an address of [INSERT ADDRESS], (the “**Referrer**”; collectively with Company “the **Parties**”).

1. **Purpose.** Company is in the business of purchasing single-family homes and leasing them back to the sellers, and the Referrer is also in the real estate industry. The Company is desirous of purchasing additional off-market single-family homes and leasing them back to the sellers.
2. **Referral Arrangement.** Upon and after the Effective Date of this Agreement, from time to time, Referrer may provide introductions by email or phone that lead to direct contact with a homeowner interested in selling a home that is not otherwise in Company’s salesforce database of homes offered for sale and for which the Referrer is not the listing agent (the “**Referral**”).
3. **Compensation.** The Company shall pay 33% for of the gross commission received by the Company for each successful Referral provided by Referrer. All such referral fees shall be paid upon the closing of an off-market contract for the sale or sale and leaseback of the home with the homeowner that is the subject of the Referral.
4. **Term and Termination.** This Agreement shall commence on the Effective Date and shall continue for one (1) year. This Agreement may be terminated at any time by either Party upon 30 days written notice to the other Party. This Agreement shall automatically terminate as to any given Referral upon, (i) the Referral becoming listed on the Multiple Listing Service, (ii) the Referral becoming subject to either judicial or non-judicial foreclosure, (iii) the Referrer shall enter into a contract for the Referral with any party other than the Company; or (iv) the Referral at any time comes listed for auction.
5. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement, and the performance of their obligations under this Agreement will not violate any other agreement such Party is subject to, violate any law or governmental regulation, or infringe upon the rights of any third-party.
6. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of this Agreement and all other provisions shall continue in full force and effect as valid and enforceable.
7. **Waiver.** The failure by either Party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or preclude the exercise of any other right, power or privilege.
8. **Disclaimer.** Referrer is responsible for reviewing and verifying any and all laws applicable to the transactions that are a subject of this Agreement, including, but not limited to, laws relating to real estate brokers in the state where Referrer resides. Under no circumstances shall the Company be liable to Referrer or any third party for any damages arising from Referrer’s failure to comply with the laws contemplated by this provision and Referrer shall defend and hold harmless the Company against any all claims related thereto.

9. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by Delaware law.

10. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

“COMPANY”

Signed: _____

By: _____

Date: _____

“REFERRER”

Signed: _____

By: _____

Date: _____