



PROPERTY MANAGEMENT REFERRAL AGREEMENT FROM REAL ESTATE AGENT

IDENTIFICATION OF PERSONS AND ENTITIES

REFERRING BROKER Firm Name)	k:		(Brokerage
REFERRING AGENT:			
(Associate-Licensee)			
ADDRESS:			
PHONE:	FAX:	EMAIL:	
ADDRESS: 641 LINCOL	N WAY W, MASSILLON, OI	LLC, an Ohio limited liability company HIO 44647 ARDSHIPREALTYLLC.COM	
ADDRESS: 641 LINCOL	TEWARDSHIP PROPERTY S N WAY W, MASSILLON, OI EMAIL: <u>MILLER@STEWAR</u>		,

AGREEMENT:

WHEREAS, Stewardship Property Solutions, LLC ("SPS") is in the business of providing property management and leasing services for owners of investment properties as the agent of Stewardship Realty, LLC who is a licensed real estate broker in the State of Ohio; 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 Ohio; 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 SPS 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 SPS ("Referral"). All Referrals must be made by Referring Agent to SPS in a writing which may include, without limitation, e-mail or fax. For purposes of this Agreement, Referral shall not include any "existing clients" of SPS which shall mean any person or organization for which SPS has already provided real estate agency or property management services for with within the period of twelve (12) months prior to the Referral Date of a Referral, or any person or organization that has previously been referred to the SPS by another referral source.





- **Referral Fee.** In consideration for receipt of the Referral, SPS agrees to pay to Referring Agent ten percent (10 %) of the first month's collected rent for each Leased Unit for which Referral and SPS have entered into a binding property management agreement ("Referral Fee"). For purposes of this Agreement, "Leased Unit" shall mean an individual dwelling unit that is occupied by a tenant under the terms of a rental agreement between a tenant and the Referral. A Referral Fee shall only be paid if the Referral and the SPS enter into a binding property management agreement within six (6) months of SPS receiving the Referral information from Referring Agent. All Referral Fees shall be payable from the Recipient Broker's trust account to the Referring Broker's Trust account and shall be subject to the terms of any and all agency agreements between both the Recipient Broker and SPS and the Referring Broker and Referring Agent.
- 3. <u>Term and Termination</u>. The term of this Agreement shall commence as of ______. Either party may terminate this Agreement at any time and for any reason by providing thirty (30) days written notice to the other party. The obligations to pay Referral Fees shall survive the termination hereof in regard to all Referrals received prior to termination. Notwithstanding the foregoing, Referring Agent's obligation to pay referral fees shall expire six months following the termination of this Agreement, regardless of whether the Referral was made during the term of this Agreement.
- **A.** <u>Non-Solicitation and Non-Interference.</u> SPS agrees not to solicit or offer services to the Referral that compete with those of the Referring Agent for as long as the Referral is under a Property Management contract with SPS. In the event that Referral desires to sell the property that is the subject of its contract with SPS, then SPS shall notify the Referring Agent of Referrals desire to sell the property and refer the Referral back to the Referring Agent for the purposes of listing the property. The foregoing notwithstanding, SPS cannot guarantee that the Referral will seek future services from the Referring Agent, and could choose another agent.
- 5. <u>Compliance with Laws</u>. Referring Agent warrants that he/she is a licensed real estate agent in the State of Ohio and is properly conducting all real estate agency business in accordance with all federal, state and local laws and regulations.
- **6.** Relationship of Parties. Both parties enter into this Agreement as independent contractors. Nothing in this Agreement shall be construed to constitute the relationship between the parties as a partnership, association or joint venture.
- **7.** Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other party which may not be unreasonably withheld.

Referring Agent	Stewardship Property Solutions, LLC
By:4825-5433-1039, v. 2	Ву:

"Defending Agent"