

# INTELLIGENT REFERRALS LLC

www.RealtySagePros.com

## BROKERAGE REFERRAL AGREEMENT

Intelligent Referrals LLC (IR) is a Virginia company, subsidiary of Viva Green LLC DBA Realty Sage. Intelligent Referrals LLC (IR) and the undersigned ("Servicing Agent" and "Servicing Broker") agree that in consideration of the referral of sellers, buyers, lessors, and/or lessees of real property ("Leads") by IR, the Servicing Broker and Servicing Agent will pay IR the referral fee set forth below and will be responsible to perform all other duties and obligations in acting as said Lead's Agent.

### ORIGINATING BROKER

Brokerage: Intelligent Referrals LLC  
Mailing Address: 1050 River Drive, Darien, GA 31305  
Email Address: intelligentreferrals@gmail.com

Originating Broker: Alicia Brown  
License Number: 0226031624  
Phone Number: 571-445-4737

### SERVICING AGENT & BROKER

If auto-populated information is incorrect, please add the correct information. **Leads are not transferrable.**

Brokerage: \* \_\_\_\_\_

Brokerage Office Address: \_\_\_\_\_

Agent's Name: \* \_\_\_\_\_ Broker's Name: \* \_\_\_\_\_

Agent's Phone: \* \_\_\_\_\_ Broker's Email: \* \_\_\_\_\_

Agent's Email: \* \_\_\_\_\_ Broker License Number: \_\_\_\_\_

**BROKERS:** If you are receiving the customer leads from Intelligent Referrals, RealtySagePros, please select one of these options:

- I am the Broker and I will *also* be the Servicing Agent for all received customer leads
- I am the Broker and I am assigning a Servicing Agent in my office for received customer leads

### REFERRAL TERMS

**Referral of Leads to Servicing Agent/Broker.** IR will disclose to the Servicing Agent/Broker, on a non-exclusive basis, by email and the RealtySagePros platform, the identity(ies) of Leads of real property (the "Referral").

The Servicing Brokerage agrees to pay Originating Brokerage a Referral Fee of **25% of all gross** listing and buyer representation commission(s) paid to Servicing Agent's brokerage that are related to IR's

referral of Lead(s) to Servicing Agent for the duration of the agreement. Lessor, and/or lessee commissions are excluded.

Said Referral Fee(s) shall be due and payable to **Intelligent Referrals LLC, 1050 River Drive, Darien, GA 31305** within **10 calendar days of the closing** and funding of each real property transaction, along with the Closing Statement or Final Settlement Statement as supporting documentation. Servicing Broker and Servicing Agent shall also make any further disclosures of IR, co-brokerage and/or other information as may be required by law.

For a period of **two (2) years** after IR's initial disclosure of The Lead(s) to Servicing Agent, Servicing Agent will not, except in strict conformance with this Referral Agreement, directly and/or indirectly, refer, list, sell, substitute, and/or take any act or omission to eliminate or reduce IR's consideration or other involvement regarding The Lead(s) referred by IR to Servicing Agent.

This Brokerage Referral Agreement will begin on \_\_\_\_\_ and will automatically renew annually unless either party cancels the agreement with written notice.

## LEAD STATUS UPDATES

Servicing Agent will **notify IR of any material change in Referral status no later than seven (7) calendar days** after a) IR's initial Lead Referral to Servicing Agent and b) each material change in Referral status thereafter, including initial contact with The Lead, The Lead's representation status changes, purchase/lease contract status changes, etc.

**Servicing Agent shall make such notifications and upload documents** to the Servicing Agent's Profile on [www.realtsage.com](http://www.realtsage.com) or by e-mail to [intelligentreferrals@gmail.com](mailto:intelligentreferrals@gmail.com)

## ADDITIONAL TERMS

**Listing Photos.** Servicing Agent authorizes IR to use Agent's online listing photos of referred properties for promotional use.

**Independent Contractor.** The Servicing Agent shall be an independent contractor. This Referral Agreement shall not create any partnership or other relationship rendering IR or Servicing Agent liable for the other's acts, omissions or debts.

**Enforceability.** If any provision herein shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other provision, which shall remain in full force and effect. This Referral Agreement shall be construed in accordance with the laws of the State of Virginia and is to be performed in whole or in part in Arlington County, VA.

**Termination.** IR or Servicing Agent may terminate this Agreement upon written notice to the other via e-mail or mail. However, this Referral Agreement shall remain in effect for a) all Leads whose identities were disclosed prior to termination of this Agreement and b) the purposes of mediating and arbitrating disputes.

**Agreement to Mediate/Arbitrate.** IR and Servicing Agent agree to submit all disputes arising under or related to this Referral Agreement to mediation within ten days of notice of such dispute. IR and Agent agree that, following mediation, all unresolved issues shall be resolved by binding arbitration. Absent an agreement to use other rules, the arbitration will be controlled by the American Arbitration Association's Commercial Arbitration Rules. All mediations and arbitrations shall occur in Arlington County, VA or otherwise agreed to.

## REQUIRED DOCUMENTS

- Originating Brokerage real estate license and Company W9 furnished to Servicing Brokerage.
- Closing / Settlement Statement provided with Referral Fee payment to Intelligent Referrals LLC

## SIGN AND RETURN

Originating Broker: \_\_\_\_\_ Date: \_\_\_\_\_

Servicing Agent:\* \_\_\_\_\_ Date: \_\_\_\_\_

Servicing Managing Broker:\* \_\_\_\_\_ Date: \_\_\_\_\_

*\* For PDF agreements, upload your signed agreement to your agent profile on [www.realtysage.com](http://www.realtysage.com), section "Customer Leads and Brokerage Referrals" Or, email it to [intelligentreferrals@gmail.com](mailto:intelligentreferrals@gmail.com)*

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## PAYMENT INSTRUCTIONS

1. Email a copy of the settlement statement to [intelligentreferrals@gmail.com](mailto:intelligentreferrals@gmail.com)
2. Provide the payment via ACH wire transfer or check

### ACH wire transfers

Intelligent Referrals LLC  
Relay Bank, checking account  
Routing number: 084106768  
Account Number: 9801527831

or

### Checks

Make all checks payable to:  
Intelligent Referrals LLC | Tax ID 84-3686015

Mail to: Intelligent Referrals LLC  
c/o Alicia Brown  
1050 River Drive, Darien, GA 31305

*Updated on December 17, 2023*