

# HomeLight Referral Agreement for Agents

This HomeLight Referral Agreement (the "Agreement") between HomeLight, Inc. ("HomeLight") and \_\_\_\_\_ ("Agent") is entered into as of the date of the last party's signature below (the "Effective Date"), and establishes the binding referral arrangement described below between HomeLight and Agent. This Agreement aims to use plain English so both parties understand the arrangement. We hope to have a long and mutually beneficial relationship.

## Definition of Referral

HomeLight matches buyers and sellers of real estate ("Clients") with a real estate agent or investor who can best serve their needs. A "Referral" is defined as when HomeLight has recommended Agent to the Client via phone or the HomeLight website. After a Referral, HomeLight will attempt to introduce the Client to Agent via phone, text, or email, but such introduction is not necessary for a Referral to be made.

## Referral Fee

In consideration for Referrals, Agent agrees to pay HomeLight a referral fee through the Agent's broker as follows (the "Referral Fee"):

- A Referral Fee is triggered when a transaction closes within two (2) years of the date of the Referral.
- The Referral Fee shall be 25% of Agent's side of the gross commission, provided, however, that in the event that the property sells for \$4 million or more, then the Referral Fee shall be 30% of Agent's side of the gross commission. Gross commission is calculated as that commission received by Agent's broker prior to any split of commission with Agent or any other brokers on Agent's side of the transaction, and includes all bonuses. Agent will not owe any monthly or per-lead fees.
- If Agent represents both a buyer and seller on the same transaction and one (1) party is a HomeLight Referral, the Referral Fee will be 25% of one-half (½) of the total gross commission of the transaction.
- If Agent represents both a buyer and seller on the same transaction where both parties are HomeLight Referrals, the Referral Fee will be 25% of the total gross commission.
- If Client is already a pre-existing client of Agent, Agent must notify HomeLight at the time of the Referral and provide supporting documentation of a pre-existing relationship. Otherwise, Agent is responsible for the Referral Fee.
- **If Agent acts in the capacity of an investor and purchases the property from the Client, the Referral Fee will be 4% of the purchase price.**
- If Agent represents Client or acts in the capacity of an investor in multiple transactions within two (2) years of the date of the Referral by HomeLight, the Referral Fee will apply to these additional transactions. No fee shall apply to transactions after the two-year period.
- After the signing of a contract for a transaction resulting from a Referral, Agent will promptly notify HomeLight via email or the HomeLight website and indicate the expected closing date. Agent will have the resulting Referral Fee paid to HomeLight from escrow or by its broker within ten (10) days of closing, and will include supporting documentation such as the HUD-1, ALTA, or Closing Disclosure.

## Voluntary Participation

Agent's participation in HomeLight's service is voluntary and can be terminated by either party at any time with written notice. However, any Referrals made prior to such termination are still bound by this Agreement, and referral fees (as calculated above) will be due upon close of any transactions resulting from such Referrals.

## Fine Print

- Agent is responsible for maintaining Agent's real estate license and for following all applicable real estate laws regarding disclosures, documentation, anti-discrimination, and other responsibilities. Agent represents that Agent's broker has agreed to receive and pay the Referral Fee for Referrals from HomeLight, a licensed real estate broker.
- Referrals are not transferable to any other agent or investor, so do not refer Client to them. If you refer Client to another agent or investor and a sale closes, you agree to pay 100% of the Referral Fee just as if you were involved in the transactions, as outlined above. Should you change brokerages during a pending transaction, you are responsible for effectuating the payment for the Referral Fee upon closing of the transaction.
- In efforts to promote Agent to Clients, Agent grants HomeLight permission to display online and elsewhere information HomeLight has gathered on Agent such as transaction data and photo.
- In the unlikely event of a legal dispute between HomeLight and Agent, the prevailing party will be entitled to recover its attorneys' fees and costs from the other party. This Agreement will be governed by California law, without regard to its conflict of laws provisions.
- Agent is responsible for the real estate brokerage services provided to Clients. Agent agrees to indemnify and hold HomeLight harmless from any claims, costs, and damages incurred by HomeLight arising from claims by Clients regarding the services provided by Agent.
- Agent may initiate or receive a call from a HomeLight representative or a Referral and HomeLight may create a recording of the call. Agent expressly agrees to be bound by HomeLight's Terms of Service ([www.homelight.com/terms](http://www.homelight.com/terms)) and Privacy Policy ([www.homelight.com/privacy-policy](http://www.homelight.com/privacy-policy)), as they may be amended from time to time, and which are both hereby incorporated into this Agreement by reference as if fully stated herein.
- HomeLight's provision of any Referral is expressly conditional upon Agent's assent to the terms of this Agreement, and Agent's acceptance of any Referral from HomeLight and/or any performance hereunder constitutes Agent's express and ongoing assent to the terms of this Agreement. If Agent objects to any of the terms of this Agreement, and/or any amendment hereto, Agent is free to terminate this agreement and discontinue use of HomeLight's services hereunder at any time.

## SIGNED AND AGREED:

HomeLight, Inc.

\_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

Agent

\_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_