

PREPARED BY:
R. EDWARD COOLEY, P.A.
2965 S.R. 434 West, Suite 200
Longwood, FL 32779

R. RUSSELL PROPERTIES, INC. \$400.00 REFERRAL AGREEMENT

THIS REFERRAL AGREEMENT is made and entered into this _____ day of _____, 2014 by and between R. RUSSELL PROPERTIES, INC., hereinafter referred to as MANAGEMENT AGENT and _____ hereinafter referred to as REFERRAL AGENT whose address is: _____.

WHEREAS, R. RUSSELL PROPERTIES, INC., is a Florida real estate corporation whose address is 660 Palm Springs Drive, Suite C, Altamonte Springs, Florida 32701 and is in the business of managing rental properties, and

WHEREAS, MANAGEMENT AGENT has agreed to pay REFERRAL AGENT a referral fee for properties referred to MANAGEMENT AGENT for management.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants herein contained and other good and valuable considerations the parties hereunto mutually covenant and agree each with the others as follows:

1. The MANAGEMENT AGENT agrees to pay the REFERRAL AGENT a referral fee of \$400.00 for each property referred to MANAGEMENT AGENT by REFERRAL AGENT for which MANAGEMENT AGENT enters into a management contract with the Owner which continues for a term of eighteen (18) months or longer. In the event any such Management Agreement is terminated prior to the eighteenth (18th) month, REFERRAL AGENT shall refund to MANAGEMENT AGENT a pro-rata portion of the referral fee based on the number of months that the Management Agreement was continuously in effect. For example, if the Owner should cancel the Management Agreement at the end of the 12th month, REFERRAL AGENT would owe MANAGEMENT AGENT a refund of \$132.00.

2. All referral fees will be paid when the property is leased, after all parties have moved in, and the lease fee has been collected. Referral properties that rent for less than \$1,000.00 per month will be pro-rated based on the amount of the monthly rent.

3. After the expiration of the referral term, the property may be transferred back to the REFERRAL AGENT and Broker of Record, for the purpose of Sale or Liquidation. However, both OWNER and REFERRAL AGENT must have entered into an Exclusive Right of Sales Agreement and listing placed in MLS. At that time, if requested by REFERRAL AGENT or Owner, Russell Properties Management Agreement with Owner terminates and management duties cease. In absences of said sales agreement and MLS listing, all terms and conditions of Russell Properties Management Agreement with OWNER, and this Agreement shall remain enforce.

4. MANAGEMENT AGENT accepts said premises in its current condition and REFERRAL AGENT acknowledges at the time of the execution of this Agreement the premises are delivered in a safe and tenable condition. In addition, this Agreement constitutes the entire Agreement between the parties and there are no oral representations not set forth herein.

5. For the purposes of notices required by this Agreement or by law, the following addresses shall be used unless the parties hereto have been advised in writing otherwise:
MANAGEMENT AGENT: 660 Palm Springs Drive, Suite C, Altamonte Springs, FL 32701
REFERRAL AGENT: _____

6. Special Clauses: _____

7. In the event either party retains an attorney to enforce the provisions of this Agreement the prevailing party shall be entitled to recover its reasonable attorneys fees whether suit be brought or not, in a court of law, on appeal, or in bankruptcy court.

8. THE PARTIES HERE TO WAIVE THEIR CONSTITUTIONAL RIGHT TO A JURY TRIAL AND AGREE TO TRY ANY DISPUTE INVOLVING THIS CASE TO A JUDGE SITTING WITHOUT A JURY. Venue for any action related to this Agreement shall be Seminole County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused their hands and seals to be affixed on the above date.

REFERRAL AGENT:

**MANAGEMENT AGENT:
R. RUSSELL PROPERTIES, INC.**
