



REALTOR® Partnership Program

BACKGROUND

REFERRALS PAY™ is part of the Captain Vancouver Real Estate Network (collectively "Us" or "We"), is a Marketing Company that provides a confidential lead generation 'referral' program for the Public (collectively "Tipsters") to confidentially refer qualified leads ("Referral Customers") to REALTORS® ("REALTOR® Partner")

Tipsters provide us with qualified leads using our proprietary online submission system that they sign up with. We assure all Tipsters of complete confidentiality. We in turn provide these qualified referrals to licenced REALTORS® who partner with us ("REALTOR® Partners"). For leads that turn to listings, our REALTOR® partners pay a referral fee to REFERRALS PAY at closing or they pay an 'Opt-out' administration fee of equal value.

We then provide a portion of that same referral fee/opt-out fee to the Tipster for the agreed upon amount.

Tipsters are not identified to the REALTORS® and the referral fee disclosure is made out to REFERRALS PAY. REALTORS® are never left in an embarrassing situation of having to reveal who gave them the tip because they simply do not know while the Opt-out administration fee allows even greater confidentiality.

AGREEMENT

The Parties agree as follows;

PROGRAM

1. Tipsters pay no sign up fees. REALTORS® pay no sign up fees
2. We provide qualified leads to licensed REALTORS® who partner with us after they agree to our terms and conditions
3. To participate in our Partnership program, The REALTOR® must complete the online application for participation in the partnership program found on REFERRALS PAY's website and enter into this program. REFERRALS PAY will accept or reject any application at its sole discretion.

4. REALTORS® who partner with REFERRALS PAY are required to sign a Referral Fee Form prior to our providing the Referred customer to you. This form is provided by National Association of REALTORS® and is located at: <http://www.realtor.org/sites/default/files/applications-and-forms/2012/irm-referral-form-f-2012.pdf>
5. REALTOR® Partners also agree to sign an 'Opt-out' administration fee in the event that the referral customer does not want to pay us the referral fee in the listing agreement. You are still allowed to sign the referral up with a listing agreement however should this occur, our 'opt-out' administration fee will then take effect.
6. REALTORS® Partners are required to pay either the Referral fee or the Opt-Out fee, for each referral customer that we provide, but not both.
7. REALTORS® are not expected to pay the referral fee or the Opt-out fee should the customer not sign up with the REALTOR® or should the listing expire or the contract terminate prior to sale.
8. Should the REALTOR® need to relist the same customer that we referred, the referral fee or opt-out fee still applies.
9. REFERRALS® PAY makes not promises or guarantees that a 'tip' will lead to listing contract or real estate transaction.
10. REALTORS® represent the buyers under their own individual corporations, brand and brokerage and to not represent REFERRALS PAY or its affiliate in any way.

PAYMENT OF REFERRAL FEE TO REFERRALS PAY

11. You agree to pay REFERRALS PAY a referral fee of 25% of the buyers or sellers commission.
12. If you help a referral customer received through REFERRALS PAY with the sale of one property and the purchase of another, you agree to pay the same fee described above for both transactions.
13. Referral fee payments are calculated prior to any payments to your real estate company, broker, or any other party, and will be made upon closing.
14. You will complete and submit any legal documentation necessary to pay a referral fee to REFERRALS PAY.
15. Should any 'referral customer' that is referred to the REALTOR® by us, chooses to not agree to pay the Referral fee under the listing contract but still chooses to retain the services of the REALTOR® Partner. The referral fee is still applicable but will be paid instead in equivalent dollars as an Opt-Out administration fee payable by the REALTOR®.
16. The Opt-Out administration fee applied is based on the final sales price and is payable within 30 days of closing. Waiver of the fee will occur if there is no real estate transaction.
17. Should any customer that is referred to the REALTOR® Partner by REFERRALS PAY choose to end the contract with the REALTOR® and relist under a new contract with the same REALTOR®

Referrals Pay is a brand with Captain Vancouver Real Estate Network.

Referrals Pay online referral system is managed by Ian Brett (REALTOR®), a member of the Real Estate Board of Greater Vancouver (REBGV), in British Columbia, Canada. Ian Brett is a REALTOR® with the Brokerage; Multiple Realty Ltd., 2298 Kingsway, Vancouver, BC V5N 5M9 / (604) 968-7539 / Email: ian@captainvancouver.com

Captain Vancouver®, Referrals Pay™ and the associated design marks are certification marks and trade-marks owned by Ian Brett, REALTOR®. REALTOR.CA®, MLS®, Multiple Listing Service®, and the associated design marks are certification marks and trade-marks owned by the Canadian Real Estate Association ("CREA") and are used to identify certain real estate services provided by brokers and salespersons who are members of CREA.

Partner for the purpose of selling or buying any property, the referral fee or 'opt-out' fee is still payable.

TERMS

18. REALTOR® Partners are not under any obligation to pay commission or fees for referrals that do not lead to listings.
19. The REALTOR® Partner agrees to not solicit or indirectly solicit any referred customer or have communications with the referred customer for the purpose of obtaining business should the REALTORS® contract with the customer expire or be terminated or should REFERRALS PAY terminate any contract.
20. The REALTOR® Partner agrees not to re-refer REFERRALS PAY customers to other REALTORS® or Real Estate Brokerages and agree that if they do so they may be liable for costs and losses.
21. The REALTOR® Partner agrees to abide by our confidentiality agreement with the Tipster.
22. Non-payment of referral fee or opt out fee will result in automatic removal from the program, a formal complaint to the REALTORS® Brokerage, a formal complaint to Real Estate Board, and may result in litigation.

PROCURING CAUSE DISPUTE(S)

23. The REALTOR® partner agrees that should there be a perceived conflict arising out of a referral customer where the REALTOR® Partner may have solicited directly or indirectly to the same customer that the REALTOR® Partner agrees to forgo any prior exclusive claim to the customer and will agree to pay the Referral Fee or Opt-out Fee.
24. The REALTOR® partner agrees that no exclusive claim can be made to referrals provided by us for referrals where prior relationships, whether personal or professional, between the REALTOR® Partner and the Referral Customer may have existed.
25. The REALTOR® partner agrees that no exclusive claim can be made to referrals provided by us for referrals where prior relationships between the REALTOR® Partners brokerage and the Referral Customer may have existed.

LEGAL

26. You must have a valid real estate license, are qualified to practice real estate, and will follow all applicable real estate laws.
27. In the event of any action arising out of or relating to this Agreement, "We" shall be entitled to recover its costs and expenses, including reasonable attorney's fees, incurred in connection with such action.

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28. We reserve the right to choose any mediation or arbitration process should a disagreement arise.
29. This contract is still enforceable if the REALTOR® changes brokerages.
30. REALTORS® should be considered independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the referral company 'REFERRALS PAY.'
31. This Agreement shall not be construed to create or imply any partnership, agency, joint venture or employer-employee relationship between the parties.
32. Any REALTOR® agreeing to represent a referral provided by us agrees to defend, indemnify, and hold (us) harmless from any and all damages, liability, and claims, arising from any claims related to the purchase of real estate from each party involved.
33. All information you provide to REFERRALS PAY is accurate. Should it change in the future, you agree to update us. You will update REFERRALS PAY immediately regarding any changes to the status of your real estate license.
34. If you are found in violation of this agreement, your participation may be terminated and you will be legally responsible for your actions.
35. Termination of your participation does not negate this agreement for any referrals you've already received from REFERRALS PAY.

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