

## REFERRAL AGREEMENT



This Referral Agreement (this "Agreement") is entered into as of Sep 16, 2023 (the "Effective Date" between SOLD.com, Inc., SOLD.com, LLC, a Georgia licensed real estate broker (License #: 400025) and SDC Realty Services, Inc., a California licensed real estate broker (License #: 02077184) (collectively, "SOLD.com") and HomeSmart (Brokerage Name), hereby referred to as "Recipient Broker".

1. **REFERRED CLIENT:** From time to time, SOLD.com will refer potential clients to the real estate agents affiliated with the Recipient Broker identified above. ("Recipient Agent") Each potential client that is presented with the Recipient Broker/Recipient Agent's contact information by SOLD.com shall be deemed a "Referred Client" as of the date SOLD.com identifies such client to Recipient Broker and/or Recipient Agent. SOLD.com will identify a Referred Client to Recipient Broker—and/or Recipient Agent by either (i) sending an email and/or text message to Recipient Broker and/or Recipient Agent that includes the Referred Client's contact information (ii) sending Recipient Broker and/or Recipient Agent a monthly report and agent portal that includes all Referred Clients who received Recipient Broker/Agent's contact information through the SOLD.com platform. Each monthly report will detail the Client Name, Address, and Date and Time the Recipient Broker/Agent's information was provided to the Referred Client.

2. **REFERRAL REJECTION:** In the event the Recipient Broker/Agent does not want to work with the Referred Client and doesn't want to agree to pay the referral fee outlined in this agreement, the Recipient Broker/Agent may notify SOLD.com within 48 business hours of receiving the referral to reject the referral. Failure to formally notify SOLD.com of this referral rejection and/or provide proof of previous contact within 48 hours, will result in a referral fee being due should the Referred Client transact with the Recipient Broker/Agent.

3. **PAYMENT OF REFERRAL FEE:** For each Referred Client, Recipient Broker/Agent shall pay Sold.com 30% of the gross compensation earned on the referred side in connection with the sale and purchase of real property by such Referred Client if closing occurs within 18 months after the date Sold.com identified via the monthly report, agent portal and/or placed such Referred Client to Recipient Agent, and the property closed with Recipient Agent (a "Referral Fee"). In the event Recipient Broker/Agent provides the Referred Clients information to another Agent in the brokerage and the Referred Client closes with that Agent, a Referral Fee will be due and that agent shall also be considered a Recipient Agent for the purposes of this Agreement.

Recipient Broker/Agent shall either (i) direct the escrow/closing agent to pay the Referral Fee to Sold.com at closing or (ii) pay the Referral Fee directly to Sold.com within 15 calendar days of closing.

4. **ASSIGNMENTS:** If requested by Referred Client or Recipient Broker/Agent to cancel Referral Assignment, SOLD.com shall facilitate Assignment of Referred Client to a new Agent.

The Recipient Broker shall be responsible for the Referral Fee due SOLD.com if the Referred Client closes with the Recipient Agent or a member of their team.

5. **SERVICE LEVELS:** All service level requirements will be set forth in Exhibit A ("SOLD.com Referral Service Level Requirements"). Recipient Broker agrees to adhere, and encourage Recipient Agent's adherence, with the version of the SOLD.com Referral Service Level Requirements in effect at the time SOLD.com identifies the Referral to Recipient Broker/Agent.

6. **USE OF REFERRAL INFORMATION.** Recipient Broker/Agent shall use Referral information provided by SOLD.com for the sole purpose of providing real estate services. Recipient Broker/Agent agrees that any Referral e-mail and/or other contact information will not be added to any telemarketing or email distribution lists or provided to a third party without the written consent of the Referred Client.

7. **COMPLIANCE WITH LAWS AND AUTHORITY:** Each party shall comply with all applicable laws, rules and regulations in connection with the representation of a Referral including federal and state licensing laws. Each party represents and warrants that it is duly authorized to enter into this Agreement and perform its obligations thereunder. Each natural person signing this Agreement on behalf of an entity represents and warrants that he/she has the requisite authority to so bind the entity.

8. **COMPLETE AGREEMENT; AMENDMENTS:** This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter contemplated thereby. No modifications to this Agreement shall be made or binding unless made in writing and signed by all parties to this Agreement.

9. **COUNTERPARTS; ELECTRONIC SIGNATURES:** Electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, and shall have the same legal effect as original signatures.

10. **ATTORNEYS' FEES:** In the event it shall be necessary for any party to institute legal action to enforce any of the terms, conditions or provisions contained in this Agreement, or for the breach thereof, the prevailing party as determined by the court in such action shall be entitled to receive actual reasonable

attorneys' fees and costs. The prevailing party shall be the party entitled to recover its costs of suit, regardless of whether such suit proceeds to final judgment.

**RECIPIENT AGENT:**

*Adriana Vergara*

BY: \_\_\_\_\_

AGENT NAME: Adriana Vergara

LICENSE #: 417922

ADDRESS: 38 Ormond St SE

MOBILE PHONE: 4049810972

EMAIL: adriana@bonanzagr.com

**RECIPIENT BROKER:**

*Angela Mezza-Smith*

BY: \_\_\_\_\_

BROKER NAME: Angie Mezza

BROKERAGE NAME: HomeSmart

BROKERAGE LICENSE # 53016

ADDRESS: 2911 Piedmont Rd NE, Atlanta, GA

PHONE: 4048244376

EMAIL: amezzasmith@hsmove.com

**SOLD.COM:**

BY: \_\_\_\_\_

NAME: PJ Mitchell

TITLE: Chief Operating Officer

ADDRESS: 999 Corporate Drive, #215

Ladera Ranch, CA 92694

Attention: Referral Department

referrals@SOLD.com

**Exhibit A**

**SOLD.com Referral Service Level Requirements**

These Service Level Requirements are intended to establish the minimum standards Agent will uphold when dealing with Referred Clients. Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

**1. SERVICE REQUIREMENTS FOR REFERRED CLIENTS**

- A. Agent agrees to respond to any communications from a Referred Client within two (2) hours after receipt if such communication is received between 9:00am to 5:00pm local time. For communications received outside of these hours, Agent agrees to respond by 10:00am the next day.
- B. Agent agrees to update SOLD.com with status updates within 48 hours after initial communication with a Referred Client and upon every significant status change until closing or abandoned. Updates shall be made by Agent via email to **agentnetwork@SOLD.com**.
- C. Vacations or extended absences shall be reported, with length of pause, to SOLD.com via email to **agentnetwork@SOLD.com**.
- D. Agent will not add Referred Client to any email list or calling list without the express permission of Referred Client.
- E. Agent agrees SOLD.com has the right to survey the Referred Client at any time.
- F. If Agent is contacted by a Referred Client that Agent is unwilling or unable to assist, Agent shall direct such Referred Client back to SOLD.com for assistance and notify SOLD.com at **agentnetwork@SOLD.com**.
- G. Agent agrees that SOLD.com has no obligation to provide Agent with any number of referrals and that prospective clients are free to select the agent they wish to work with for any particular real estate transaction.

**2. Customer Support and Closing**

- A. Agent shall provide support to Referred Client in their evaluation and negotiation for the purchase or sale of real estate in addition to the following duties:
  - i. Provide Referred Client with qualified local vendor sources to facilitate the sale;
  - ii. Assist Referred Client throughout the transaction, acting within applicable standards of care at all times;
  - iii. Use professional knowledge and skills to negotiate for Referred Client purchase or sale of property;
  - iv. Agent agrees to at all times fully comply with all laws, statutes, ordinances, rules, regulations, and orders applicable to this Agreement.
- B. Agent shall provide SOLD.com with the contact information for the Title Officer, Escrow Officer and/or Closing Agent within 48 hours of an offer being accepted. Agent shall deliver this information via email to **agentnetwork@SOLD.com**
- C. Agent shall deliver or coordinate with the Title, Escrow or Closing Agent to deliver to SOLD.com a copy of the Closing Statement within 48 hours of Closing. Agent will confirm Closing and coordinate the payment of Referral Fees to SOLD.com by the Closing Agent at Closing. Closing updates shall be reported by Agent to SOLD.com via email to **agentnetwork@SOLD.com**.


**RECIPIENT BROKER:**

By: Angela Mezza-Smith

Printed Name: Angie Mezza

Date: Sep 16, 2023

**SOLD.COM:**

By: 

Printed Name: RJ Mitchell, Chief Operating Officer

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

<b>Title</b>	Your Signature is Requested - SOLD.com Referral Agreement...
<b>File name</b>	2021-04-01 - Sold...ral Agreement.pdf
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## Document History



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**09 / 16 / 2023**

07:17:02 UTC-7

Sent for signature to Adriana Vergara (adriana@bonanzagr.com) and Angie Mezza (amezzasmith@hsmove.com) from webmaster@tomferry.com  
IP: 18.232.119.187



VIEWED

**09 / 16 / 2023**

07:18:01 UTC-7

Viewed by Adriana Vergara (adriana@bonanzagr.com)  
IP: 107.135.53.56



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**09 / 16 / 2023**

07:19:35 UTC-7

Signed by Adriana Vergara (adriana@bonanzagr.com)  
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**09 / 16 / 2023**

16:04:31 UTC-7

Viewed by Angie Mezza (amezzasmith@hsmove.com)  
IP: 104.171.83.112



SIGNED

**09 / 16 / 2023**

16:05:10 UTC-7

Signed by Angie Mezza (amezzasmith@hsmove.com)  
IP: 104.171.83.112



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The document has been completed.