

Standard Referral Agreement

This Standard Referral Agreement (the "Agreement") is made between _____ (referring agent/company) and Overseas Realty, Inc. (receiving agent/company).

In consideration of the mutual promises and covenants in this Agreement, the parties hereto agree to the following:

1. Leads: Shall be received via email, whatsapp, phone or fax and shall be handled in a prompt and courtesy manner.
2. Fees: Receiving agent agrees to pay the fee and bonuses set forth in Exhibit 1, due and payable as indicated therein.
3. Limitation of Liability
 - (a) UNDER NO CIRCUMSTANCES SHALL REFERRING AGENT BE LIABLE TO RECEIVING AGENT OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE.
 - (b) REFERRING AGENT DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, INCLUDING ANY REGARDING MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSES, SUITABILITY, COMPLIANCE WITH LAWS, QUALITY, OR OTHERWISE, WITH RESPECT TO THE REFERRING AGENT'S WEB SITE.
 - (c) IN NO EVENT SHALL REFERRING AGENT BE LIABLE IN ANY WAY FOR AN AMOUNT GREATER THAN THE PAYMENT OWED TO REFERRING AGENT UNDER SECTION 2 ABOVE.
 - (d) REFERRING AGENT WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR THE LIMITATIONS CONTAINED IN THIS SECTION 3.
4. Counterparts and Facsimile Signatures: This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single instrument. Facsimile signatures are acceptable and deemed original signatures.
5. Force Majeure: Neither Referring agent nor Receiving agent shall be liable to the other for any failure or delay in its performance due to any cause beyond its control, including acts of war, acts of God, earthquake, riot, sabotage, labor shortage or dispute, Internet interruption, government acts, and other similar events.

6. **Miscellaneous:** This Agreement constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements. Each party acknowledges and agrees that the other has not made any representations, warranties or agreements of any kind, except as expressly set forth herein. This Agreement may not be modified or amended, except by an instrument in writing signed by duly authorized officers of both of the parties hereto. This Agreement may be executed in counterparts each of which shall be deemed an original and all such counterparts shall constitute one and the same agreement. This Agreement will be deemed entered into in Florida and will be governed by and interpreted in accordance with the laws of the State of Florida, excluding that body of law known as conflicts of law. The parties agree that any dispute arising under this Agreement will be resolved solely through confidential binding arbitration in Sarasota, FL before one arbitrator selected by the American Arbitration Association in accordance with its rules. In the event of any dispute, each party shall bear its own attorneys fees, expert witness fees, and ½ of the arbitrator fees. The provisions of this Agreement relating to payment of any fees or other amounts owed, indemnification, confidentiality, limitations of liability and intellectual property shall survive any termination or expiration of this Agreement. The terms of this Agreement are the confidential information of the Referring agent. This Agreement has been negotiated and drafted by both parties, with counsel from both parties reviewing the document. The language in this Agreement shall be construed as to its fair meaning and not strictly for or against either party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____, _____ and shall be in full force unless canceled by either party.

Referring Agent:

Receiving Agent(s):

Agent's Name: _____

Agent's Name: Fritz Mayr

Office Name: _____

Office Name: Overseas Realty, Inc.

Address: _____

Address:
786 S. Orange Ave.

City: _____ State: _____

Sarasota, FL 34236

Zip code: _____

Office #: (+1) 410 982 9039 (Desiree)

Office: _____

Direct #: (+1) 941 350 1355 (Fritz)
(+1) 941 447 0604 (Johannes) whatsapp

Direct: _____

Fax #: (+1) 941 309 3091

Fax: _____

Email: _____

Email: info@overseasrealty.com

EXHIBIT 1

Fees are receiving agent's gross commission which will be paid to the referring agent/company for every referral that results in a completed or "closed" Real Estate transaction.

25% Regular Referral Fee:

- Provide customer info, budget, time interested to purchase

Note: the standard referral fee is calculated as a percentage of total received sales commissions after mandatory local, state and federal taxes and fees are paid.

_____ (Referring Agents)

_____ (Receiving Agent)