



www.remsaz.com
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Professional Management for Professional Realtors

COMMISSION NON-COMPETE AGREEMENT

This Agreement is made and entered into this _____ day of _____, _____ by and between _____ of _____, to be known as REFERRING PARTY, and Real Estate Management Services, Inc., to be known as REMS, Inc.

This Agreement concerns property located at _____ to be known as THE PROPERTY, which referred to Real Estate Management Services Inc. by _____.

In the event that the owners of THE PROPERTY hire REMS to manage THE PROPERTY within 60 days of the signing of this contract, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

REMS wishes to solicit referrals of property owners for the purposes of signing and fulfilling property management contracts.

REMS recognizes REFERRING PARTY may have an interest in maintaining a relationship with property owners for the purposes of handling the sale of their property and earning a commission on the sale.

REMS agrees to cooperate and not compete with REFERRING PARTY in obtaining property listings or in handling the sale of referred properties that are under management by REMS.

REMS further agrees that all commissions from the sale of referred properties under management belong to the REFERRING PARTY.

The REFERRING PARTY can choose one of three ways to which REMS will pay them:

- You SIGN THE CLIENT: We are offering an 8% fee. If you sign your client to our contract and charge 10%, you will receive 2% of any amount over our 8%.
- WE SIGN THE CLIENT: We sign your client to our contract and pay you 10% of our fee as long as we manage the property. In effect, you can offer management services to your client and have no liability or specific management training and receive 10% profit plus the listing and sale of the property.
- OR ... We will pay you the first month management fee for any referral we sign.

If REFERRING PARTY is a Real Estate Agent, commission will be paid to supervising Broker unless Broker instructs otherwise in writing. Commission will not be paid if Agent is not associated with a supervising Broker. Agent is obligated to notify REMS of any change in supervising Broker.

REFERRING PARTY agrees to make every effort to assist PROPERTY MANAGER in retaining management of THE PROPERTY in the event of sale to a new owner.

The signature of both parties to this Agreement shall evidence acceptance of these terms. Each signator certifies that he is authorized to enter into legally binding contract.

This is the entire agreement between the parties and may not be altered except in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

REMS/DATE

REFERRING BROKER/DATE