

Referral Agreement

This Referral Agreement made this _____ day of _____, 20____, by and between _____, and _____. Respectively: Owner and its Representatives and Referring Party its Agents and Affiliates.

Owners and its Representatives: The Owners are actively engaged in business that includes real estate located in the State of Georgia, U.S. Owners are actively seeking potential financial investors and/or a business relations to maintain their the property and/or their business. They are operating under several business entity names and corporations which, for the purpose of this agreement, shall bind these legal entities to any fee obligations as outlined below.

Referral Party and its Agents and Affiliates: Referral Party shall be acting as Agent for owners and shall rely on information and data as provided by same. Referral Party will avail itself of its business connections in the industry to engage potential investors on behalf of owners.

Purpose: The purpose of this referral agreement is to engage the efforts of the Referring Party to locate potential real estate property investors, developers and interested individuals with whom owners may enter in to a business relationship through any means as allowed by law. The Referral Party shall provide with all material, names and addresses including but not limited to introductions to owners, and property representatives. Referring Party agrees that all efforts in connection with this agreement shall be made on behalf of Owners and their representatives and that referring party shall continue its commitments until each transaction is satisfactorily closed and all Parties fully satisfied.

Fees: In the event that referring party makes a referral that ultimately leads to either the formation of a business entity with owners or investment in any of owners projects, then owners agrees to pay upon of the aforementioned investment transaction and or business partnership, the Referring Party a referral fee to be determined and agreed upon by both parties at time of drafting such herein stated document. Fee will be determined by amount of involvement of Referring Party and its entities. In any case, fee shall not be less than _____% and not more than _____% of any transaction closed or transpired as a result of Referring Party's referral. In the event, Referring Party's referral does not close or transpire no fee shall become due.

Business Relationship: Referring Party is an independent Contractor. Nothing in this agreement shall be construed as creating a business partnership whereby referring party assumes in anyway a financial position, membership, partnership in any of owner's projects, properties, and/or developments other than the fee agreement above mentioned. Referral Party does not make any guarantee or assumes either in writing or orally implied any liability financial and otherwise relating to any and all transactions arising out of any future projects, investments or business relationships that have been entered in to by owners as a result of Referring Party efforts and introductions.

Representations: Referral Party relies solely on oral representations and potential interest that perspective parties may have in any of owner's projects. Referral Party does not warrant to owner that it has conducted any due diligence in connection with potential parties' financial strength, liquidity and or assertions of capabilities.

Intent: The intent of this instrument is to tie the parties to several property investment transactions and or business relationships at a time.

Non Circumvent Clause: Owners agree that at no time during negotiations with perspective parties introduced by Referral Party, to enter into side agreements, create or abscond any deals or attempt to circumvent the intent of this instrument. Owners expressly warrants to Referral Party that any individual or entity in connection with transactions as described herein shall at all times be fully disclosed.

Governing Law. This Agreement will be governed and interpreted according to the laws of the State of Georgia, without reference to principles of conflicts of laws. The parties expressly include the application of Real Estate Laws and Property Transactions if applicable.

Entire Agreement: This Agreement constitutes and contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all prior oral or written agreements. Each party acknowledges and agrees that the other party has not made any representations, warranties or agreements of any kind, except as expressly set forth herein.

Owners: _____ Date _____

Name of Legal Entities party to this Agreement. _____

Referring Party _____ Date _____