



Housing Opportunities  
of Northern Kentucky

## Referral Agreement

This Referral Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between \_\_\_\_\_ (hereinafter referred to as “**REALTOR**”), and Housing Opportunities of Northern Kentucky (hereinafter referred to as “**HONK**”).

**REALTOR** contact info (Please Print):

Main Contact Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Payments are to be made out to: \_\_\_\_\_

And sent to the following address (if diff. than above): \_\_\_\_\_

EIN# or SS# \_\_\_\_\_ Phone 1 \_\_\_\_\_

Phone 2 \_\_\_\_\_ email \_\_\_\_\_

1. **PURPOSE:** The purpose of this Referral Agreement is to engage the efforts of **REALTOR** to locate clients for available properties owned by **HONK**. **HONK** authorizes **REALTOR** to refer prospective clients to **HONK**, and to disclose to prospective clients the listing information of which **HONK** has informed **REALTOR**. **HONK** agrees to keep **REALTOR** informed when properties are leased, sold, or taken off the market. **HONK** also agrees to provide **REALTOR** with the names of the clients who ultimately lease or purchase **HONK** properties.

2. **FEES:** In the event that **REALTOR** makes a referral to a person(s) who ultimately lease(s) a property from **HONK**, **HONK** agrees to pay **REALTOR** a lease referral fee of **\$500**. In the event a person who was referred by **REALTOR** ultimately buys a property from **HONK**, **HONK** agrees to pay **REALTOR** an additional buyer referral fee of **\$500**.

3. **REFERRAL DEFINED:** A referral is defined as anyone who has been in contact with **REALTOR** and has been given information regarding **HONK** and/or **HONK** properties currently available. Information can be given in person, over the phone, by mail, by fax, by email, and/or other means. Customer may also obtain information advertised by **REALTOR** about **HONK** and/or **HONK** properties in the form of print ads, fliers, or other medium, which would constitute a referral.

4. **APPLICABLE PROPERTIES:** **HONK** shall endeavor to keep **REALTOR** informed and up-to-date as to which properties are currently available for referral under this Referral Agreement. Though not common practice, **HONK** reserves the right to occasionally list a property on the open market through the use of a real estate agent or similar means. Terms of sale under such circumstances would be defined by the listing

arrangement and this Referral Agreement would not be applicable in such circumstances. Furthermore, **HONK** occasionally has restricted funds invested in a property (such as HOME funds, etc.) that may cause **HONK** to exclude such a property from this Referral Agreement. Such properties will not be advertised as available for referral under this Referral Agreement.

5. **LEASE TERMS:** This service is free to the prospective client. **HONK** agrees not to attempt to collect any portion of the referral fees from the client either directly or indirectly. The lease terms, conditions, and prices, offered to prospective clients referred by **REALTOR** must be the same as those offered to the general public.

6. **COLLECTION:** Upon lease signing, **HONK** will notify the referring **REALTOR** that their referral was successful. Upon receipt of this notification, **REALTOR** will send **HONK** an invoice for the \$500 referral fee, which will be due and payable to **REALTOR**.

7. **TERMINATION:** This agreement will take effect the day executed and continue in force and effect until terminated by either party with 30 days written notice.

8. **HOLD HARMLESS:** It is understood by the parties hereto that this **Referral Agreement is not an exclusive listing**, and that it applies in the event that **REALTOR** refers a client that is accepted by **HONK**. **HONK** retains the right to accept or reject prospective clients referred to **HONK** by **REALTOR**. **HONK** holds **REALTOR** harmless for any and all damages arising from the acceptance or rejection of prospective residents referred by **REALTOR**.

9. Once **HONK** has accepted a security deposit, **HONK** agrees not to consider additional offers to lease the property until the pending application has been accepted or denied.

10. Any additional instructions/needs of **HONK** and/or **REALTOR** must be listed here in writing:

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11. **HONK** acknowledges that **ANY** agents of **REALTOR** may contact **HONK** directly.

12. This Referral Agreement insures to benefit the successors and assigns of both parties. This is the entire agreement between **REALTOR** and **HONK**, and any changes must be in writing and signed by both parties.

**IN WITNESS WHEREOF, REALTOR and HONK** have executed this Referral Agreement on the day above written.

**APPROVED BY REALTOR**

**APPROVED BY HONK**

X \_\_\_\_\_  
Authorized Agent or Representative of **REALTOR**

X \_\_\_\_\_  
Authorized Agent or Representative of **HONK**

*Please return signed copy to:*  
**HONK**  
502 Fry Street  
Covington, KY 41011  
email: [dhastings@honkhomes.org](mailto:dhastings@honkhomes.org)  
fax: (859) 581-4665

