

# FINDER'S FEE AGREEMENT

(California Business and Professions Code §§10130, 10139)

**NOTE:** This form is used by a broker when they employ an unlicensed individual to locate, solicit and refer or identify persons who need the services of the broker, to document the terms of the employment.

**DATE:** \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_, California.

*Items left blank or unchecked are not applicable.*

1. In consideration for services to be rendered by \_\_\_\_\_, as the Finder,

Broker contracts with Finder to refer to Broker a prospective client in need of services as a:

- Buyer.       Lender.       Borrower.  
 Owner/Seller.       Tenant.       Landlord.

2. Finder agrees not to participate in or conduct any negotiations with the prospective client or solicit loans on behalf of the prospective client.

2.1 Finder is not licensed by the Department of Real Estate (DRE).

The prospective client is identified as:

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

3.1 Further referrals of other prospective clients may be included in this agreement by an addendum signed by both Broker and Finder. [See **RPI Form 250**]

4. The real estate involved, if any, is referred to as

Common address \_\_\_\_\_

Legal description/Assessor's parcel number \_\_\_\_\_

5. As compensation for each referral by Finder, Broker agrees to pay Finder the following amount:

- a. \$\_\_\_\_\_ for each prospective client.  
b. \_\_\_\_\_ % of Broker's fee received on the first transaction with each prospective client.  
c. \_\_\_\_\_ % of the purchase price paid on the first transaction with each prospective client on which Broker receives a fee.  
d. Other: \_\_\_\_\_

6. Finder's compensation is earned and payable:

- a.  On close of the first transaction involving each prospective client.  
b. Other time of payment \_\_\_\_\_  
c. If the prospective client does not enter into a commissionable transaction through Broker within \_\_\_\_\_ months after the date that prospective client is identified in writing to Broker, Broker will owe Finder no compensation.

7. Additional terms and conditions: \_\_\_\_\_

## I agree to the terms stated above.

Date: \_\_\_\_\_, 20 \_\_\_\_\_

Broker: \_\_\_\_\_

DRE #: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

## I agree to the terms stated above.

Date: \_\_\_\_\_, 20 \_\_\_\_\_

Finder's name: \_\_\_\_\_

Signature: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_