



**Authorization and Release To Transfer Representation
Under Purchase Contract**

Property Address: _____

Client Name(s): _____

Initial Referral Status of Client(s): Buyer Seller

ORIGINATING BROKERAGE

Brokerage: _____

Originating Agent: _____

RECEIVING BROKERAGE

Brokerage: _____

Receiving Agent: _____

This Authorization and Release To Transfer Representation Under Purchase Contract (“Release”) shall amend the Purchase Agreement dated _____ for the above referenced Property Address. It is agreed that as of the date of the last signature below _____ (Originating Brokerage) will no longer represent the above named Client(s) in this transaction.

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) The transfer of representation of the above Client(s) from Originating Brokerage to Receiving Brokerage and the covenants contained herein, Receiving Brokerage agrees to pay Originating Brokerage (check one box):

a referral fee of _____ % of the gross compensation

\$ _____ at the close of escrow

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- 2) Receiving Brokerage and the Receiving Agent, who is or will be affiliated with the Receiving Brokerage, agree to jointly and severally indemnify, defend and hold harmless Originating Brokerage, its parents, subsidiaries, affiliates, predecessors, successors and assigns and their respective officers, directors, employees, agents and contractors of and from any and all liabilities, losses, claims, complaints, judgments, damages, expenses, and costs, including without limitation, attorneys' fees and costs, which Originating Brokerage may suffer or incur by reason of any act or omission of Receiving Agent and/or Receiving Brokerage related to or arising from any real estate transaction(s) or brokerage operations related to the Property Address or Client(s) identified herein alleged to have occurred before the date of the last signature contained on the final page of this document ("Claims").

If any Claim is asserted against Originating Brokerage related to the Property Address or Client(s) identified herein, Originating Brokerage shall promptly give written notice thereof, including copies of all pleadings and pertinent documents to the Receiving Brokerage and/or Receiving Agent. Within twenty (20) calendar days after receipt of such notice, the Receiving Brokerage and/or Receiving Agent shall either (i) pay such third party claim in full or a settlement amount upon compromise agreed to by Receiving Brokerage and/or Receiving Agent and the third party (only upon agreement by the third party to fully release Originating Brokerage its parents, subsidiaries, affiliates, predecessors, successors and assigns and their respective officers, directors, employees, agents and contractors of and from any and all liabilities, losses, claims, complaints, judgments, damages, expenses, and costs, including without limitation, reasonable attorneys' fees and costs; or (ii) notify Originating Brokerage that the Receiving Brokerage and/or Receiving Agent disputes the third party claim and intends to defend it. Such defense shall be controlled by Receiving Brokerage and/or Receiving Agent and the costs of such defense shall be borne by the same, except that Originating Brokerage shall have the right to participate in such defense at its own expense.

Originating Brokerage also agrees it will cooperate in all reasonable respects in the defense of any such claim or demand, including making personnel, books, and records relevant and necessary to the claim available to Receiving Brokerage and/or Receiving Agent without charge, except for reimbursement of reasonable out-of-pocket expenses. If Receiving Brokerage and/or Receiving Agent fails to take action within twenty (20) days, as set forth above, then Originating Brokerage shall have the right to pay, compromise, or defend any such third party claim, and to assert the amount of any payment on the third party claim, plus the expense of defense or settlement, as an indemnity claim.

- 3) Receiving Brokerage and Receiving Agent agree to waive and forfeit any and all claims either believes either may otherwise have against Originating Brokerage, its parents, subsidiaries, affiliates, predecessors, successors and assigns and

