ROOST Property Management Agent Referral Program

Terms & Conditions

Last Updated: [Insert Date]

These Terms & Conditions ("Terms") govern participation in the ROOST Real Estate Co. Property Management Agent Referral Program (the "Program"). By submitting a referral, enrolling in the Program, or accepting referral compensation, you ("Referral Partner") agree to these Terms.

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1. Program Eligibility

The Program is open only to **licensed real estate professionals** in good standing whose **Broker of Record permits referral compensation from property management services** under applicable state law.

Referral compensation will be paid **only to the Broker of Record**, not directly to individual agents, in compliance with all applicable licensing and brokerage regulations.

ROOST Real Estate Co. ("ROOST") reserves the right to verify licensure, brokerage authorization, and eligibility at any time.

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2. Eligible Referrals

An eligible referral must meet **all** of the following criteria:

- The referred owner is **not already an active ROOST property management client**.
- The referred owner is **not already in ROOST's active sales or property management pipeline** at the time of referral.
- The referral includes a **verifiable warm introduction**, including owner name, email address, phone number, and basic property information.
- The property is located within **ROOST's active property management service markets** (currently Ohio and Florida, unless otherwise approved).
- The owner executes a property management agreement with ROOST and the property is placed under active management.

ROOST has sole discretion to determine whether a referral qualifies as eligible.

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3. Referral Attribution & Protection Window

Referral attribution is protected for **180 days** from the date of the documented warm introduction.

If the referred owner signs a property management agreement within this window, the referral will be attributed to the Referral Partner, provided all eligibility requirements are met.

ROOST is not responsible for disputes arising from multiple parties claiming the same referral.

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4. Referral Compensation Structure

Initial Referral Compensation

- **$250 per single-family residential property**
- **$100 per multifamily unit**
- **Maximum initial payout of $2,500 per owner**, aggregating all properties onboarded for that owner at the time of initial referral

Ongoing Referral Compensation

- **$50 for each lease renewal** completed on a referred owner's property
- **25% of the lease-up fee** collected for each new tenant placement on a referred owner's property

Ongoing referral compensation applies **only while the owner remains an active ROOST property management client** and the Program remains in effect.

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5. Payment Timing & Method

- Initial referral compensation is earned only **after**:
    - A property management agreement is executed
    - The property is live under ROOST management
    - The first month's management fee has been collected by ROOST
- Referral balances are tracked monthly.
- Referral Partners may request payout once their accrued balance reaches **$50 or more**.
- Payments are issued to the Broker of Record according to ROOST's standard payout schedule.

ROOST reserves the right to delay or withhold payment pending eligibility verification, compliance review, or resolution of disputes.

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6. Exclusions & Non-Qualifying Referrals

The following do **not** qualify for referral compensation:

- Self-referrals (owners in which the Referral Partner has an ownership interest)
- Existing ROOST property management clients
- Leads already in active discussion with ROOST prior to referral
- Short-term or vacation rental properties outside ROOST's service scope
- Properties outside ROOST's active service markets unless expressly approved in writing

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7. Relationship Protection & Non-Solicitation

ROOST does **not** solicit sales business from referred owners and will document the Referral Partner as the preferred sales agent for future transactions, subject to owner preference and applicable law.

Nothing in this Program creates an exclusive agency, partnership, or fiduciary relationship between ROOST and the Referral Partner.

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8. Taxes & Reporting

Referral compensation may be subject to IRS or state reporting requirements. All tax reporting will be issued to the Broker of Record as required by law.

Referral Partners are solely responsible for any tax obligations arising from participation in the Program.

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9. Program Changes, Suspension, or Termination

ROOST reserves the right, **at its sole discretion**, to:

- Modify referral compensation amounts
- Adjust eligibility requirements
- Change payout timing or structure
- Suspend or terminate the Program, in whole or in part

Any changes will apply prospectively and will be posted on the Program website or communicated directly to Referral Partners.

Continued participation in the Program following changes constitutes acceptance of the revised Terms.

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10. Dispute Resolution & Final Authority

ROOST retains final authority to interpret these Terms, determine referral eligibility, and resolve disputes related to the Program.

All decisions made by ROOST regarding referral qualification, attribution, and compensation are final.

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11. Limitation of Liability

ROOST shall not be liable for indirect, incidental, or consequential damages arising from participation in the Program, including lost commissions, lost opportunities, or changes to Program terms.

Participation in the Program is voluntary and does not guarantee referral acceptance or compensation.

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12. Governing Law

These Terms are governed by the laws of the state in which the applicable ROOST entity operates, without regard to conflict of law principles.

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13. Contact Information

Questions regarding the Program or these Terms may be directed to:

ROOST Real Estate Co.
Email: partners@roostrealestateco.com