LEASING ALERT AGENT REFERRAL & NO-SALES AGREEMENT

This Agent Referral & No-Sales Agreement (the "Agreement") is entered into as of the date of the last signature below (the "Effective Date") by and between:

Leasing Alert Inc., a California corporation, California DRE Corporate License No. **02152933** ("**Leasing Alert**"), and

[Brokerage], California DRE License No. **[_____]** ("**Broker**"), on behalf of its licensed real estate agent **[Agent Name]**, California DRE License No. **[_____]** ("**Agent**").

In consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Referral.

Agent introduces the property owner named in Exhibit A (the "Client"), with the Client's consent, to Leasing Alert for property management or tenant placement services.

2. Full-Service Referral Fee.

If the Client signs a property management agreement with Leasing Alert, Leasing Alert will pay Broker twenty-five percent (25%) of the estimated first-year management fee. The estimate is calculated as the monthly management fee under the signed agreement multiplied by twelve (12), using the signed lease rent. The referral fee excludes leasing fees, tenant-placement fees, lease-renewal fees, setup fees, maintenance markup, and all other fees.

Example: $4,500 monthly rent × 6% = $270/month; $3,240 estimated year one; referral fee = $810.

Payment. The referral fee shall be paid in one lump sum after the tenant moves in and Leasing Alert collects its first management fee. Payment shall be made only to Broker and never directly to Agent, in accordance with California Business and Professions Code § 10137. Broker must provide a completed IRS Form W-9 prior to payment.

3. Early Termination (Proration).

If the management agreement ends within twelve (12) months of its start date, Broker shall refund, or Leasing Alert may offset, the unearned portion of the referral fee, calculated as: (unpaid months ÷ 12) × the referral fee paid.

4. Tenant Placement Only.

If the Client signs only for tenant placement (and not full property management), Leasing Alert will pay Broker a flat fee of Three Hundred Dollars ($300) after the tenant moves in and Leasing Alert collects the placement fee. If that Client subsequently signs a full management agreement within twelve (12) months of placement, Broker is also owed the full-service referral fee described in Section 2, less the $300 already paid.

5. No Sales or Buyer Representation.

Leasing Alert, its officers, licensees, and any company it controls will not list, sell, or market the Client's property for sale, and will not represent the Client as a buyer or refer the Client to any other agent for a sale.

6. Return of the Client.

If the Client tells Leasing Alert they want to sell or buy real estate, Leasing Alert will refer the Client to Agent and notify Agent in writing within one (1) business day.

7. No Sister Brokerage.

Leasing Alert has no affiliated sales brokerage and will not refer the Client's sale to any affiliate.

8. Updates.

Leasing Alert will notify Agent when the Client is contacted, when the Client signs or declines, and when the management agreement ends.

9. Term.

This Agreement covers the Client for as long as Leasing Alert manages any of the Client's properties, plus twelve (12) months thereafter.

10. No Guarantee.

Leasing Alert may decline any property in its sole discretion. No fee is owed under this Agreement if the Client does not sign an agreement with Leasing Alert.

11. Disclosure.

Agent and Broker will disclose the referral fee to the Client in writing as required by applicable law and regulation.

12. Signatures; Entire Agreement.

This Agreement may be executed in counterparts (including electronic signatures), each of which shall be deemed an original. This Agreement, together with Exhibit A, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior discussions and writings relating thereto. The parties sign below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

LEASING ALERT INC.

Signature: _____

Name: Casey Coffey (or authorized officer)

Title: _____

Date: _____

BROKER

Signature: _____

Name: _____

Title: _____

Date: _____

Brokerage: _____

CA DRE #: _____

AGENT (acknowledging terms; payment payable only to Broker)

Signature: _____

Name: [Agent Name] _____

CA DRE #: _____

Date: _____

EXHIBIT A

Client Identification (to be completed at time of referral)

Client Name(s): _____

Property Address: _____

_____

City / State / ZIP: _____

Date of Referral: _____

Additional Notes: _____

_____

This Exhibit A is incorporated into and forms part of the Leasing Alert Agent Referral & No-Sales Agreement between the parties identified therein.