



# FAT CAT CITY.ca

## REALTOR® Partnership Program

### BACKGROUND

Fat Cat City™ is part of the Captain Vancouver Real Estate Network dba “Captain Vancouver Inc.”, (collectively "Us" or "We") is a Marketing Company that offers confidential 'matching services' for individual party's (collectively “buyers” or “matches” or “referrals” or “referral customer”) searching for co-buyers and investors of property in Vancouver, BC, via a proprietary online-matching system.

We are also a lead generation ‘referral’ program for REALTORS® providing referrals to licenced REALTORS® (“REALTOR® Partners”) in Vancouver, BC.

We work in partnership with REALTORS® and co-buyers to realize their dream of home ownership in Vancouver. Partnership in Fat Cat City requires you work with ‘us’, the buyers, and any third party partners of Fat Cat City.

### AGREEMENT

**The Parties agree as follows;**

### PROGRAM

1. Buyers pay no sign up fees. REALTORS® pay no sign up fees
2. We provide buyer referrals to licensed REALTORS® who partner with us after they agree to our terms and conditions
3. To participate in the Program, The REALTOR® must complete the online application for participation in the program found on Fat Cat City's website and enter into this program. Fat Cat City will accept or reject any application at its sole discretion.
4. REALTOR® Partners with Fat Cat City are required to sign a Referral Fee Form provided by National Association of REALTORS® for each individual party that is referred to them. A copy of this form is located at: <http://www.fatcatcity.ca/ReferralContractForm.pdf>
5. REALTORS® represent the buyers under their own individual corporations, brand and brokerage.

6. Each referral customer will sign an individual REALTOR® contract with the REALTOR®.
7. We provide you with referrals for each individual that we have matched together using our proprietary online system, as most suitable co-owners. You agree to dually represent each referred customer equally in their combined effort to find property.
8. After engaging in contract (s) with the referred customers (s) you will continue to work with Fat Cat City and its co-buyer program;
  - 8.1) You will notify Fat Cat City if one or both referred customers require a new match.
  - 8.2) You will agree to not search for alternative co-buyer matches or provide alternative co-buyer matches to or for any customer referred to by Fat Cat City.
  - 8.3) You will agree to communicate with Fat Cat City and facilitate communication and participation between referred customers, Fat Cat City, and it's third party affiliates for the purpose of ensuring successful co-property ownership.

#### **PAYMENT OF REFERRAL FEE TO FAT CAT CITY**

9. You agree to pay Fat Cat City a referral fee of 25% of the buyer's commission of any property purchased for referrals generated by Fat Cat City.
10. If you help a referral customer received through Fat Cat City with the sale of one property and the purchase of another, you agree to pay the same fee described above for each transaction.
11. Referral fee payments are calculated prior to any payments to your real estate company, broker, or any other party, and will be made upon closing.
12. You will complete and submit any legal documentation necessary to pay a referral fee to Fat Cat City.
13. Should any customer that is referred to the REALTOR® by Fat Cat City choose to not continue their participation in the services provided by Fat Cat City, but still choose to retain the services of the REALTOR® Partner. The referral fee is still applicable.
14. Should any customer that is referred to the REALTOR® Partner by Fat Cat City choose to end the contract with the REALTOR® and relist under a new contract with the same REALTOR® Partner for the purpose of selling or buying any property with or without a co-buyer, the referral fee is still applicable.
15. The referral fee is still applicable regardless of changes in marital status, name changes, partnership changes, or new additions or removals of persons from the original match referral.

Fat Cat City is a brand with Ian Brett's Captain Vancouver Real Estate Network and Captain Vancouver® Inc. Fat Cat City's online referral system is managed by Ian Brett (REALTOR®) who is a member of the Real Estate Board of Greater Vancouver (REBGV), in British Columbia, Canada. Ian Brett is a REALTOR® with the Brokerage; Multiple Realty Ltd., 2298 Kingsway, Vancouver, BC V5N 5M9 / (604) 968-7539 / Email: matchme@fatcatcity.ca

Captain Vancouver®, Fat Cat City™ and the associated design marks are certification marks and trade-marks owned by Ian Brett, REALTOR®. REALTOR.CA®, MLS®, Multiple Listing Service®, and the associated design marks are certification marks and trade-marks owned by the Canadian Real Estate Association ("CREA") and are used to identify certain real estate services provided by brokers and salespersons who are members of CREA.

## TERMS

16. You can choose to stop participating in Fat Cat City's Partnership Program at any time. Fat Cat City can also terminate your participation at any time and without notice.
17. You agree that if any individual referred to you by Fat Cat City contacts us in writing requesting termination of your REALTOR® contract that you will agree to terminate your contract with the individual without penalty or cost. You further agree to allow the individual to relist with another REALTOR® without penalty or cost.
18. The REALTOR® Partner agrees to not solicit or indirectly solicit any referred customer or have communications with the referred customer for the purpose of obtaining business should the REALTORS® contract with the customer expire or be terminated or should Fat Cat City terminate any contract.
19. The REALTOR® Partner agrees not to re-refer Fat Cat City customers to other REALTORS® or Real Estate Brokerages.

## LEGAL

20. You must have a valid real estate license, are qualified to practice real estate, and will follow all applicable real estate laws.
21. In the event of any action arising out of or relating to this Agreement, "We" shall be entitled to recover its costs and expenses, including reasonable attorney's fees, incurred in connection with such action.
22. We reserve the right to choose any mediation or arbitration process should a disagreement arise.
23. This contract is still enforceable if the REALTOR® changes brokerages.
24. REALTORS® should be considered independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the referral company 'Fat Cat City.'
25. This Agreement shall not be construed to create or imply any partnership, agency, joint venture or employer-employee relationship between the parties.
26. Any REALTOR® agreeing to represent a referral provided by us agrees to defend, indemnify, and hold (us) harmless from any and all damages, liability, and claims, arising from any claims related to the purchase of real estate from each party involved.
27. All information you provide to Fat Cat City is accurate. Should it change in the future, you agree to update us. You will update Fat Cat City immediately regarding any changes to the status of your real estate license.

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28. If you are found in violation of this agreement, your participation may be terminated and you will be legally responsible for your actions.
29. Termination of your participation does not negate this agreement for any referrals you've already received from Fat Cat City.

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