



TRIO RESIDENTIAL LLC, "Referring Firm" refers TRIO and its affiliated property holding companies "Buyer" (collectively or individually "Trio") to \_\_\_\_\_, "Broker". Broker asserts that it is licensed to conduct business in: \_\_\_\_\_ (Fill in Licensed States). As outlined in this Broker Referral Agreement, "Agreement", Referral Fees are due from Broker to Referring Firm for representing Buyer in the closing of any homes for Buyer and under the Trio lease-to-own program, "Referred Business".

**Business To Be Conducted:** Trio operates a residential home lease-to-own financing program offering 1 to 5 year financing through the use of a residential lease with an option to purchase most similar to an auto lease. Brokers can earn standard commissions for working with their clients to find a qualified home and financing their home with Trio. Additionally, Trio provides referrals to approved participating brokers, "Trio Qualified Agents", from consumers contacting Trio directly "Referrals". This Broker Referral Agreement, "Agreement", outlines the referral fee due to Trio for representing Buyer for Trio related closings.

**Referral Fee:** Broker shall pay Referring Firm a referral fee and/or transaction fee in accordance with the attached Trio Agent Compensation addendum. Fees shall be paid to Trio Residential LLC through closing and included in the Commission Disbursement Form prepared by Broker (a copy of which shall be provided to Referring Firm). Should the Fee owed not be paid by escrow then Broker shall pay the Referral Fee directly to Referring Firm within three business days of closing at the address noted below. This Referral Fee is typically 25% of the selling office commission and may be changed by Trio at any time upon written notice to Broker.

**Other Business:** Should a Referral not close a transaction with Trio, then for 12 months following the date of an accepted referral, Broker agrees to pay a referral fee of 25% to Referring Firm on all other business generated from said Referral (i.e. Rental Commission, Selling Office Commission, Listing Office Commission). Should Broker not pay the referral fee for any Other Business, and Trio subsequently discovers a commission was paid to Broker related to a Referral, then Broker shall be obligated to pay 50% of the commission to Referring Firm as a penalty.

**Term:** This Agreement shall be binding upon all parties for an initial term of 12 months. Thereafter, this agreement shall continue for subsequent 12 month periods from the date of any Referral unless terminated in writing by either party.

**Minimum Expectations:** Should Broker fail to meet Trio's minimum expectations as outlined on the Agent Compensation addendum, then upon written notice from Trio, Broker may be removed from representation and replaced by a Broker of Trio's selection. Compensation is then adjusted to 50% of the resulting commission provided the Broker cooperates with Trio or 0% should the Broker not cooperate.

**Attachment:** Trio Agent Compensation Addendum

**Agreed and Accepted**

**REFERRING FIRM**

TRIO RESIDENTIAL LLC

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

Darryl Lewis  
Its: Designated Broker

601 108th Avenue NE, Suite 1900  
Bellevue, WA 98004  
Fax: 855-FAX-TRIO  
License #: 18546

**BROKER**

Print Name: \_\_\_\_\_

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

License #: \_\_\_\_\_  
Its: Designated Broker

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

Print Name: \_\_\_\_\_

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

License #: \_\_\_\_\_

*Confidential*

# How the compensation works

## Agent Compensation:

Trio's designated holding company is the buyer on every home financed with Trio and Trio Residential LLC is the representing and referring broker of record. Once Trio has approved the home for financing and the contract is assigned, Trio's transaction team takes over. You receive commissions on each closing less a 25% transaction fee to Trio. Trio Preferred Agents are eligible for referrals from Trio and a \$400 discount to customers referred to Trio. Make sure you use the referral form on [trioresidential.com](http://trioresidential.com) for any of your clients using Trio. See below for more detail.

| Scenario   | Preferred Agent  | Non-Preferred Agent                                      |
|--|--|--|
| Trio refers client to agent<br>Client selects home with agent<br>Client signs Trio lease and home closes | 25% Referral Fee<br>Paid to Trio<br>\$400 Credited to Client | Not Eligible*  |
| Agent refers client to Trio<br>Client selects home with agent<br>Client signs Trio lease and home closes | 25% Referral Fee<br>Paid to Trio<br>\$400 Credited to Client | 25% Referral Fee<br>Paid to Trio<br>\$0 Credit to Client |
| Lessee purchases the home from Trio<br>as a result of Trio's purchase option                             | No Agent Commissions<br>Are Paid                             | No Agent Commissions<br>Are Paid                         |

**Procuring Cause:** Agents and brokers participating with Trio acknowledge and agree that Trio and its eligible property holding companies are the buyers on every transaction and Trio Residential is the referring broker.

## Agent Requirements for Doing Business with Trio:

- 1 - Approach Clients with Enthusiasm and Treat Them with Respect
- 2 - Assist Clients with Home Search and Directly Show Clients Homes
- 3 - Write Purchase Contract with Clients; Include Trio Addendum or Approved Language
- 4 - Provide Executed Contract and CMA to Trio with Selected Home
- 5 - Work with Clients through Home Inspection; Provide Copy to Trio
- 6 - If applicable, review HOA Documentation and Highlight Any Rental Restrictions
- 7 - Complete Purchase Contract Assignment from Clients to Trio
- 8 - Work with Trio and Lender to Coordinate Appraisal plus Any Appraisal Adjustments
- 9 - Conduct Pre-Closing Inspection for Home Inspection Items; Provide Completion Notice to Trio
- 10 - Provide Trio with a Copy of the Commission Disbursement Form Provided to Escrow
- 11 - Collect and Distribute Keys, Garage Remotes and Other Home Specific Items to Clients
- 12 - Complete Client Move-in Walkthrough and Provide Copy to Trio

*Should agent not adequately perform any of these requirements then Trio will provide written notice (via email) to agent. Should agent not perform as requested, then the agent is subjected to dismissal from the transaction representing Trio and the transaction is then subject to a 50% referral fee.*

**Agent Personal Transactions:** Agents wishing to use Trio to finance a personal residence must use a Trio Preferred Agent and are ineligible to represent themselves due to the inherent conflicts of interest.

**NOTE:** These guidelines are effective for transactions submitted to Trio on or after December 1, 2017

Still have more questions? Visit [trioresidential.com](http://trioresidential.com) and [thinktrio.com](http://thinktrio.com) or email [closings@thinktrio.com](mailto:closings@thinktrio.com)



Dear Agent:

Congratulations on submitting your transaction to Trio! Whether this is your first transaction or 20<sup>th</sup> with Trio, we like to set expectations with our agents up front. For your reference, agent expectations are outlined within our Agent Compensation Guide available on our industry website at [trioresidential.com](http://trioresidential.com). If you are a Trio Preferred Agent, these same expectations are a part of the agreement signed between you and Trio.

Trio Residential LLC is the master broker of record for all Trio closings. Trio delegates representation to local brokers when Trio accepts the assignment of purchase contract and proceeds toward closing.

Below are Trio's stated expectations of its agents:

1. Approach clients with enthusiasm and treat them with respect
2. Assist clients with home search and directly show clients homes
3. Write purchase contract with clients; included Trio addendum or approved language
4. Provide executed contract and CMA to Trio with selected home
5. Work with clients through home inspection; provide copy to Trio
6. If applicable, review HOA documentation and highlight any rental restrictions
7. Complete purchase contract assignment from clients to Trio
8. Work with Trio and lender to coordinate appraisal plus any appraisal adjustments
9. Conduct pre-closing inspection for home inspection items
10. Provide Trio with a copy of the commission disbursement form provided to closing office
11. Collect and distribute keys, garage remotes and other home specific items to clients
12. Complete client move-in walkthrough and provide copy to Trio

In addition to these items, treating Trio representatives with respect and being responsive to requests from customers, lenders, the closing office and Trio is a must.

If for some reason you are not meeting our expectations, we will let you know. If you fail to respond to our requests, we retain the right to terminate your representation and appoint another local agent to complete the transaction. Provided you cooperate through the remainder of the contract term, your office will receive 50% of the final commission amount. Should you not cooperate, you will receive 0%.

We appreciate your participation and look forward to a successful transaction,

Team Trio

[partners@thinktrio.com](mailto:partners@thinktrio.com)

CC: BROKER OF RECORD