

Stowers Real Estate

Non-Compete and Non-Solicitation Agreement

This is an Agreement between [Name of Referring Agent and Brokerage] and Stowers Real Estate. The Agreement is effective on _____ (Today's Date).

In consideration of the property management referral provided by [Name of Referring agent and Brokerage], Stowers Real Estate, intending to be legally bound, agree to the following:

1. **Term of Agreement.** This Agreement is effective on the Effective Date, and shall remain in effect throughout the term of our property management agreement with the client you have referred.
2. **Limitations of this Agreement.** This Agreement is limited to the subject matter of covenants not to compete or solicit as described in this Agreement.
3. **Covenant Not to Compete.** Stowers Real Estate agrees to refer any property sale from the referred client back to the referring agent.
4. **Non-solicitation.** Stowers Real Estate will not solicit sales transactions from your referral under any circumstances and will notify the referring agent should the topic of selling be communicated during the term of the property management agreement.
5. **Modifications.** This Agreement may be modified only by a writing executed by both the Referring Agent/Brokerage and Stowers Real Estate.
6. **Prior Understandings.** This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement. The Agreement supersedes all prior understanding, agreements, or representations.
7. **Waiver.** Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.
8. **Jurisdiction and Venue.** This Agreement is to be construed pursuant to the laws of the State of California. You agree to submit to the jurisdiction and venue of any court of competent jurisdiction in Contra Cost or Alameda County, California without regard to conflict of laws provisions, for any claim arising out of this Agreement.

Date _____

Referring Agent _____

Referring Brokerage _____

By _____

By your signature below you acknowledge that you have read and understand the foregoing Agreement, that you agree to comply with all of the terms of the Agreement, and that you have received a copy of the Agreement.

Date _____

Jody J. Stowers, Broker/Owner
Stowers Real Estate
CA BRE #01797135