

## **Locate and Lease, LLC's Rebate and Referral Gift Policy**

Thank you for using the real estate brokerage services provided by Locate and Lease, LLC ("Locate & Lease" or "Locate + Lease" or "Locate and Lease" or the "Company"). Subject to the applicable law, this Rebate and Referral Gift Policy governs the Company's policy on rebates and referral gifts (the "Rebate and Referral Policy"). To be eligible for any rebate or referral gift, strict adherence to this policy is required. We may amend or supplement this Rebate and Referral Policy at any time, for any reason, with or without cause, with or without notice to you, in our sole and absolute discretion. Any such changes shall be posted to this webpage and shall be effective immediately upon posting; provided, however, that upon the formation of a formal brokerage-client relationship, any such changes or supplements may be delivered to you directly and not posted to this webpage. Please check this page periodically for changes to this Rebate and Referral Policy. If any provision of the Rebate and Referral Policy is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal, or unenforceable provision will not affect any other provisions, and the Rebate and Referral Policy will be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from the Rebate and Referral Policy. This Rebate and Referral Policy is incorporated into and made part of the Locate and Lease Terms and Conditions Agreement. Should have any questions about this Rebate and Referral, please contact us at [info@locateandlease.com](mailto:info@locateandlease.com). As used in the Rebate and Referral Policy, the terms "you" and "your" refer to any person using our Services, while the terms "we," "us," and "our" refer to Locate and Lease, LLC.

### **1. Rebates**

A rebate is defined as a refund to you of a portion of the commission we receive from the apartment complex at which you lease. Rebates will be issued promptly after we are paid our commission by the apartment complex at which you lease. Typically, we are paid 30-60 days after you move in, but it may be longer. To be eligible for a rebate, you must list Locate and Lease, LLC as the referral source on all guest cards, lease applications, and leases, and you must tell the apartment complex that you are working with us as your locator. If the apartment community requires pre-registration, you must be pre-registered with us before touring or completing any guest cards, lease applications, and leases. The apartment complex must pay us a minimum commission equal to fifty (50%) percent of your monthly net effective rent amount, and your rent amount must equal or exceed Nine Hundred and No/100 Dollars (\$900.00). Normally, apartments pay us a commission anywhere from a flat fee of \$250.00 to a percentage of one month's rent (less than, equal to, or greater than). Only one (1) rebate will be paid per lease. Notwithstanding the foregoing, we may, in our sole and absolute discretion pay multiple rebates if there is more than one (1) tenant in your leased unit (e.g., if you lease a two-bedroom unit, we may, in our sole and absolute discretion, give you and your roommate a rebate). Even if you list us and otherwise disclose us as the sole referral source, we may not be able to issue you a rebate if:

- The apartment complex does not pay us our commission, for any reason. We have no obligation to pursue a claim against the apartment complex to recover our commission.

In the event the Company elects to pursue legal action or other debt recovery to recover any earned commission from an apartment complex, you will only be entitled to a rebate after the Company has paid any fees and costs incurred in connection with the recovery of the commission (including but not limited to attorneys' fees) ("Collection Costs") if the actual amount recovered less the Collection Costs exceeds the amount(s) to be rebated;

- You are renewing your existing lease;
- You previously lived at the apartment complex;
- You lived at an affiliated/sister apartment complex;
- The apartment complex does not work with us for any reason;
- If you are a former or current employee of the apartment complex or management company of the apartment complex or otherwise have a relationship with the apartment complex or management company that would preempt or prohibit the apartment complex from paying us a commission;
- You were referred by another locator/brokerage;
- The apartment complex required us to physically escort you to the property, but for whatever reason, we did not escort you;
- The amount of the rebate exceeds our commission;
- You do not actually move in to your apartment.

We disclose that payment of the rebate is subject to the consent of the party we represent in the transaction. It is our belief that we are representing the prospective tenant only. In the event we act as an intermediary (subject to written consent and notice of both parties), the payment of the rebate will be subject to the consent of both parties. In the event that an apartment complex ever prohibits us from paying a commission, you will not be entitled to a rebate.

## **2. Referral Gifts**

A referral gift is defined as a non-cash gift to you from us valued at \$50 or less for referring to us a client who uses our real estate brokerage services, payable after we are paid from the apartment complex at which the person you referred to us leases. You understand that pursuant to the laws of Texas, we cannot give a cash referral gift to any non-licensed individuals for referring us clients. For you to be eligible for a referral gift, the person you referred must comply with the rebate policy (and therefore be eligible for a rebate). If for any reason the apartment complex at which your referral leased does not pay us our commission equal to a minimum of 50% of the monthly net effective rent, you will not be entitled to a referral gift. The same terms that apply to rebates apply to referral gifts. Furthermore, the person you referred must list you as the referral source at the first contact with us for you to be eligible for a referral gift.