



HEARTH AFFILIATE REFERRAL AGREEMENT

Flat \$500 Per Signed Door | Universal Affiliate Referral Form

This Hearth Affiliate Referral Agreement (this "Agreement") is entered into as of _____, (the "Effective Date") by and between _____, and Hearth Property ("Hearth"), and the undersigned person or entity identified below ("Affiliate"). Hearth and Affiliate may be referred to individually as a "Party" and collectively as the "Parties."

Affiliate Legal Name:	
Affiliate Category (optional; for Hearth records only - same deal for everyone):	☐ Individual ☐ Entity ☐ RE Agent / Broker ☐ Contractor ☐ Vendor ☐ Developer ☐ Owner ☐ Other: _____
Affiliate Address:	
Affiliate Email / Phone:	
Tax / Payment Documentation:	We will collect W-9, ACH, and required payee information separately before payment.
License / Brokerage Information (if applicable or legally required):	License No.: _____ Brokerage: _____ Responsible Broker: _____
Payment Payee Name:	

1. Purpose

Hearth provides end-to-end property management and rental operations services for residential investment properties, including short-term rental, mid-term rental, and long-term rental management. Affiliate may, from time to time, introduce prospective property owners, investors, developers, builders, sellers, buyers, or portfolio owners to Hearth. Hearth may pay Affiliate a fixed referral fee for each Qualified Door, strictly subject to this Agreement.

The Parties intend this Agreement to create a simple, universal referral relationship. Every Affiliate receives the same referral economics under this Agreement. Affiliate is not hired to sell, negotiate, advertise real estate services, perform licensed real estate activity, act as a property manager, or bind Hearth. Affiliate is compensated only when a referral produces one or more signed Doors accepted by Hearth, strictly subject to this Agreement.

2. Definitions

2.1 "Affiliate" means the person or entity signing this Agreement, including any approved employee, officer, member, agent, representative, or producing person acting through such person or entity, if Hearth approves such person in writing.

2.2 "Client" or "Prospect" means a person or entity that owns, is acquiring, is selling, is developing, is renovating, or controls one or more residential properties and may have a bona fide need for Hearth property management services.

2.3 "Door" means one separately rentable residential home, condominium, townhome, dwelling unit, accessory dwelling unit, multifamily unit, or other separately managed residential rental unit accepted by Hearth. A whole-home STR/MTR property is one Door unless Hearth determines



otherwise in writing. An ADU or multifamily unit counts as a separate Door only if it is separately managed and separately revenue-producing under the Hearth management relationship.

2.4 "Qualified Referral" means a Prospect that Hearth, in its good-faith business judgment, attributes to Affiliate because Affiliate introduced the Prospect to Hearth, caused the Prospect to contact Hearth, or the Prospect told Hearth that Affiliate referred them. A referral may be oral, by email, by text, by referral link or form, through a direct introduction, through Hearth intake notes, or by any other reasonable method Hearth accepts. A Prospect is not a Qualified Referral if Hearth previously knew the Prospect, the Prospect was already in Hearth's active or historical pipeline, another source has superior priority, payment would be unlawful, or Hearth otherwise determines in good faith that the opportunity is ineligible.

2.5 "Qualified Door" means a Door arising from a Qualified Referral that is accepted by Hearth and included in a fully executed Hearth property management agreement signed by the referred Client. Referral Fees are calculated based on the number of accepted Doors signed with Hearth by the referred Client.

2.6 "**Referral Fee**" means a one-time fixed payment of Five Hundred Dollars (\$500.00) for each Qualified Door, subject to all conditions, exclusions, clawbacks, and compliance requirements in this Agreement.

2.7 "**Rejected Referral**" means any referral, Prospect, Client, property, or Door that Hearth rejects, fails to accept, cannot legally service, cannot economically service, already knew about, or otherwise determines is ineligible for payment.

2.8 "Referral Protection Period" means twelve (12) months after Hearth first attributes or records the Qualified Referral, unless terminated earlier under this Agreement or unless Hearth determines in good faith that another source has superior priority.

3. Referral Submission and Acceptance

3.1 Simple Referral Process. Affiliate may refer a Prospect through a simple introduction, email or text, referral link or form, casual oral referral, CRM note, phone call, or by telling the Prospect to mention Affiliate when speaking with Hearth. If a Prospect or Client tells Hearth that Affiliate referred them, Hearth may treat that statement as referral attribution even if Affiliate did not submit a formal written referral. Hearth may document attribution in its CRM, email, call notes, intake notes, or other ordinary business records.

3.2 Helpful Information. A referral should include, when reasonably available, the Prospect's name, contact information, property address or target market, approximate number of potential Doors, and relationship to Affiliate. Failure to provide every detail does not automatically invalidate a referral if Hearth can reasonably identify the Prospect and attributes the opportunity to Affiliate.

3.3 Hearth Acceptance and Attribution. Hearth may accept, reject, pause, condition, revoke, or decline any referral, Prospect, Client, property, Door, or management opportunity in its sole and absolute discretion. Hearth is not required to accept all referred clients. No Referral Fee is owed unless the referred Client actually signs a Hearth property management agreement covering one or more accepted Doors.

3.4 **Duplicate Referrals.** If multiple persons or entities claim the same Prospect, Client, property, or Door, Hearth's good-faith determination of referral priority shall be final and binding. Hearth may split, deny, or allocate fees in its sole discretion if it determines that multiple sources materially contributed to the same opportunity.

3.5 **No Self-Referral Without Approval.** No Referral Fee is owed for Affiliate's own property, a property owned or controlled by Affiliate, Affiliate's affiliates, Affiliate's immediate family, Affiliate's



employer, or any entity in which Affiliate has an ownership interest, unless Hearth approves the self-referral in writing before the management agreement is signed.

4. Referral Fee; Payment Conditions

4.1 Amount. Subject to this Agreement, Hearth shall pay Affiliate a one-time Referral Fee of Five Hundred Dollars (\$500.00) for each Qualified Door.

4.2 Earned Only on Signed Doors. The Referral Fee is not earned upon introduction, meeting, call, proposal, underwriting review, listing review, management quote, verbal commitment, letter of intent, property closing, owner onboarding start, or negotiation. The Referral Fee is earned only for each accepted Door from a Qualified Referral that is actually signed under a Hearth property management agreement. The number of Referral Fees equals the number of accepted Doors signed with Hearth by the referred Client.

4.3 Payment Timing. Hearth will pay earned Referral Fees within thirty (30) days after the later of: (a) the applicable Door being signed under a Hearth property management agreement, (b) Hearth receiving required tax and payment documentation, including any Form W-9, ACH, payee, brokerage, or broker-payee documentation legally required for payment, and (c) Hearth confirming that payment is lawful and permitted. Hearth does not require written proof of referral-fee disclosure as a routine condition to payment.

4.4 One-Time Fee Only. The Referral Fee is a one-time flat fee. Affiliate has no right to commissions, revenue share, trailing fees, renewal fees, profit share, equity, management fees, launch fees, owner payments, booking revenue, rent, platform fees, service fees, portfolio acquisition proceeds, or any other compensation.

4.5 Multiple Doors. If one Qualified Referral results in multiple accepted Doors signed with Hearth, Hearth will pay \$500 per signed Door. One owner with five accepted signed Doors generates five Referral Fees, or \$2,500 total. If additional accepted Doors from the same referred Client are signed later during the Referral Protection Period, those additional signed Doors generate additional Referral Fees when signed.

4.6 Taxes. Affiliate is solely responsible for all taxes arising from payments under this Agreement. Hearth may require a completed IRS Form W-9, Form W-8, ACH authorization, or other tax or payment documentation before paying any Referral Fee and may issue IRS Form 1099 or other required reports. Hearth should not collect or store an Affiliate's SSN or partial SSN in this Agreement; any taxpayer identification number should be provided only through Hearth's separate tax documentation process.

4.7 No Payment if Illegal. No Referral Fee is owed if Hearth determines, in its sole discretion, that payment would violate or create material risk under any law, regulation, license requirement, fiduciary duty, professional rule, brokerage policy, RESPA, anti-kickback rule, employment restriction, conflict-of-interest rule, contract, court order, or other legal or compliance obligation.

4.8 Clawback. Affiliate shall promptly refund any Referral Fee paid by Hearth if Hearth later determines that the fee was paid due to fraud, false attribution, duplicate submission, inaccurate material information, unauthorized claims, illegal conduct, breach of this Agreement, or Affiliate misconduct that materially contributed to owner cancellation, nonpayment, dispute, chargeback, or termination.

5. Real Estate Licensees, Brokerages, and Broker-Payee Rules

5.1 Universal Deal; Licensed or Regulated Affiliates. All Affiliates receive the same Referral Fee under this Agreement. Affiliate does not receive a different deal based on category, profession, license status, or affiliate type. However, if Affiliate or any payee is a licensed or regulated professional, Affiliate is responsible for complying with all license laws, brokerage rules, employer



policies, professional rules, fiduciary duties, disclosure duties, and payment-through-broker requirements applicable to Affiliate.

5.2 Payment Through Responsible Broker. If Affiliate or the producing person is a real estate salesperson, broker associate, agent, Realtor, or other licensee whose compensation must be paid through a responsible broker, Hearth will pay the Referral Fee only to the responsible broker, brokerage, broker of record, or other legally permitted payee approved by Hearth. Hearth will not pay an individual real estate salesperson directly unless Hearth determines in writing that direct payment is lawful and permitted.

5.3 Broker Approval. Affiliate represents that Affiliate has obtained all broker, brokerage, employer, team, office, supervisor, and compliance approvals legally or contractually required before entering this Agreement, making referrals, or receiving compensation. Affiliate shall provide documentation only if Hearth reasonably requests it or if required for lawful payment.

5.4 Brokerage Split Responsibility. If payment is made to a brokerage or responsible broker, any split, allocation, commission, payroll treatment, independent contractor payment, tax reporting, or internal payment to individual agents is solely the responsibility of that brokerage or responsible broker.

5.5 No Licensed Activity by Unlicensed Persons. No unlicensed Affiliate may perform any act requiring a real estate, mortgage, property management, contractor, legal, tax, insurance, investment, or other professional license. Unlicensed Affiliates are limited to the Permitted Referral Activities in Section 6.

6. Permitted Referral Activities

Subject to this Agreement and applicable law, Affiliate may perform only the following limited referral activities:

- Identify a person or entity that may have a bona fide need for property management services.
- Provide Hearth-approved brochures, links, one-sheets, landing pages, or business cards without alteration.
- Make a simple introduction between the Prospect and Hearth.
- Say substantially: "Hearth provides end-to-end property management for STR, MTR, and LTR investment properties. I can introduce you if you want to learn more."
- Make a simple oral or written introduction, or tell the Prospect to mention Affiliate when contacting Hearth.
- For licensed real estate professionals, make referrals only in compliance with applicable license law, brokerage policy, fiduciary duties, and required disclosures.

7. Prohibited Activities

Affiliate shall not, directly or indirectly, do any of the following without Hearth's prior written approval and all required licenses, disclosures, and legal authority:

- Negotiate, draft, explain, interpret, modify, or advise on any Hearth property management agreement or legal document.
- Quote, discount, modify, waive, promise, or guarantee any Hearth fee, term, launch cost, management term, cancellation right, or service level.
- Represent, imply, or act as Hearth's agent, employee, salesperson, broker, property manager, representative, partner, joint venturer, or authorized signer.
- Promise or project rental income, occupancy, RevPAR, NOI, cap rate, cash-on-cash return, appreciation, appraised value, tax treatment, financing outcome, insurance coverage, regulatory legality, permitting approval, or investment performance.



- State or imply that Hearth guarantees income, guarantees legal STR use, guarantees tenant placement, guarantees bookings, guarantees sale price, or increases appraised value.
- Solicit listings, solicit tenants, negotiate leases, collect rents, handle deposits, show property on Hearth's behalf, place properties for rent, or perform property management activities unless separately authorized and properly licensed.
- Use Hearth's name, logo, materials, screenshots, case studies, claims, owner data, property data, or testimonials except as expressly approved by Hearth.
- Send spam, robocalls, cold text messages, purchased-list campaigns, mass emails, paid ads, search ads, social ads, retargeting, door hangers, mailers, or influencer posts using Hearth's name without Hearth's prior written approval.
- Bid on Hearth trademarks, domains, keywords, competitor comparisons, misspellings, or branded search terms.
- Condition any sale, brokerage service, construction service, repair, discount, contract, closing, inspection, access, permit, warranty, credit, or professional service on use of Hearth.
- Receive or give undisclosed compensation, side payments, rebates, credits, gifts, or other things of value connected to a Hearth referral.
- Refer a Prospect while under a fiduciary, agency, employment, professional, HOA, government, brokerage, or contractual duty that prohibits the referral or requires disclosure/consent not yet obtained.

8. Required Disclosure to Prospects

Before or at the time of introduction, Affiliate should clearly disclose to the Prospect that Affiliate may receive compensation if the Prospect hires Hearth, to the extent required by law, professional rules, employer policy, brokerage policy, client agreement, fiduciary duty, conflict-of-interest rule, or good business practice. Hearth does not require written proof of disclosure as a routine condition to paying a Referral Fee, but Affiliate remains solely responsible for making any legally required disclosure.

Affiliate may use the following simple disclosure language unless Hearth provides different language:

"Disclosure: I may receive a \$500 referral fee if you enter into a property management agreement with Hearth and the referred Door is signed with Hearth. You are not required to use Hearth. You may choose any property manager or no property manager. Hearth does not guarantee rental income, occupancy, appreciation, appraised value, tax treatment, financing, permitting, or legality of any rental use."

9. RESPA, Settlement Services, and Closing-Related Restrictions

9.1 No Settlement-Service Referral Fees. The Parties intend that any Referral Fee is for lawful referrals to post-closing or non-settlement property management services, not for the referral of settlement service business. No Referral Fee is payable for referring, steering, influencing, requiring, or directing any person to use any settlement service provider in connection with a federally related mortgage loan or real estate closing.

9.2 No Escrow or Closing Funds. No Referral Fee shall be paid from escrow, title, closing proceeds, lender funds, real estate sales commissions, settlement charges, buyer credits, seller credits, or any other closing-related funds.

9.3 Settlement-Service Providers. If Affiliate is a mortgage broker, lender, loan officer, title company, escrow company, settlement agent, appraiser, inspector, real estate broker, or other settlement-service provider, Affiliate must notify Hearth before making any referral and must not accept any Referral Fee unless Hearth determines that payment is legally permitted.



9.4 Client Choice. No person may be required to use Hearth as a condition of receiving any brokerage, mortgage, title, escrow, construction, development, sale, purchase, inspection, warranty, repair, or other service.

10. Client Consent, Privacy, and Communications Compliance

10.1 Consent to Share Information. Affiliate shall not provide Hearth with a Prospect's phone number, email address, personal information, property information, confidential information, or non-public transaction information unless Affiliate has obtained all required consent, has included Hearth in a direct introduction initiated or approved by the Prospect, or the Prospect independently contacts Hearth and identifies Affiliate as the referring source.

10.2 Calls and Texts. If Affiliate provides a Prospect's phone number and indicates that Hearth may call or text the Prospect, Affiliate represents that the Prospect has consented to be contacted by Hearth by phone and text message regarding property management services, to the extent required by law.

10.3 Confidentiality of Prospect Information. Affiliate shall not misuse, sell, publish, scrape, disclose, or retain Prospect information obtained through Hearth or in connection with this Agreement except as necessary to make a lawful referral.

10.4 No Data Misuse. Affiliate shall comply with applicable privacy, consumer protection, spam, telemarketing, text messaging, email marketing, advertising, fair housing, and data security laws.

11. Hearth Control of Sales Process and Client Relationship

11.1 Hearth Sole Discretion. Hearth has sole discretion over whether to contact, qualify, underwrite, accept, reject, price, onboard, manage, service, terminate, or renew any Prospect, Client, property, Door, or management relationship.

11.2 No Obligation to Close. Hearth has no obligation to pursue, contract with, or continue managing any referred Prospect or property.

11.3 Hearth Owns Client Relationship. All Hearth contracts, owner relationships, client data, workflows, pricing, dashboards, processes, and management relationships are Hearth's sole property and business relationship. Affiliate has no right to interfere with, manage, control, access, or communicate on behalf of Hearth regarding the client relationship unless Hearth expressly authorizes it in writing.

11.4 No Interference. Affiliate shall not interfere with Hearth's relationship with any referred Prospect or Client, encourage termination, redirect the Client to a competing property manager after Hearth acceptance, or use Hearth information to compete with Hearth.

12. Marketing Materials and Brand Use

12.1 Limited License. During the Term, Hearth grants Affiliate a limited, revocable, non-exclusive, non-transferable license to use Hearth-approved referral links, brochures, one-sheets, and materials solely to make referrals under this Agreement.

12.2 Approval Required. Affiliate shall not create, publish, distribute, modify, or run any advertisement, landing page, social media post, paid campaign, email campaign, mailer, flyer, sign, open-house material, video, presentation, case study, claim, testimonial, comparison, or public statement using Hearth's name or marks without Hearth's prior written approval.

12.3 Revocation. Hearth may revoke approval for any material, claim, or use at any time. Affiliate shall immediately stop using any material upon Hearth's request.



12.4 No Domain or Account Registration. Affiliate shall not register domains, social handles, ad accounts, pages, groups, business listings, phone numbers, tracking numbers, email addresses, or URLs containing or confusingly similar to Hearth, Hearth Property, or Hearth marks.

13. Representations and Warranties

- Affiliate has full authority to enter into this Agreement and perform its obligations.
- Affiliate's referrals and receipt of compensation do not violate any law, license rule, contract, fiduciary duty, professional rule, employer policy, brokerage policy, HOA rule, government ethics rule, or conflict-of-interest restriction.
- Affiliate will provide required disclosures and obtain required consents before making referrals.
- Affiliate will not make unauthorized promises, projections, guarantees, statements, or claims about Hearth.
- Affiliate will not perform licensed activity unless properly licensed, authorized, supervised, and legally permitted.
- Affiliate will immediately notify Hearth of any complaint, dispute, regulatory inquiry, threatened claim, conflict, changed license status, or restriction affecting Affiliate's ability to refer clients or receive compensation.

14. Confidentiality

14.1 Confidential Information. Affiliate may receive or learn non-public information about Hearth, its owners, properties, clients, technology, pricing, operations, AI systems, dashboards, contracts, vendors, marketing, referral economics, strategy, financials, workflows, and business plans ("Confidential Information").

14.2 Use Restriction. Affiliate shall use Confidential Information only to perform under this Agreement and shall not disclose it to any third party without Hearth's prior written consent.

14.3 Exclusions. Confidential Information does not include information that Affiliate can prove was publicly known through no breach of this Agreement, already lawfully known by Affiliate before disclosure, or independently developed without use of Hearth information.

14.4 Return or Destruction. Upon Hearth's request or termination, Affiliate shall return or destroy Hearth materials and Confidential Information.

15. Non-Circumvention and Non-Solicitation

15.1 Non-Circumvention. Affiliate shall not use Hearth introductions, materials, pricing, operational standards, owner information, vendor information, referral economics, or Confidential Information to create, support, refer to, or assist a competing property management business in circumvention of Hearth.

15.2 No Client Diversion. During the Term and for twelve (12) months thereafter, Affiliate shall not knowingly solicit any Hearth Client referred by Affiliate or known through this Agreement to terminate Hearth and engage a competing property manager, unless required by law, fiduciary duty, or client instruction independent of Affiliate's solicitation.

15.3 Equitable Relief. Affiliate acknowledges that breach of this Section may cause irreparable harm. Hearth may seek injunctive or equitable relief without posting bond, in addition to all other remedies.

16. Indemnification

16.1 Affiliate Indemnity. Affiliate shall defend, indemnify, and hold harmless Hearth and its owners, members, managers, officers, directors, employees, contractors, brokers, affiliates, agents, insurers, successors, and assigns from and against any and all claims, demands, actions, investigations,



penalties, fines, losses, liabilities, damages, judgments, settlements, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to Affiliate's: (a) breach of this Agreement; (b) misrepresentation or unauthorized claim; (c) failure to disclose compensation; (d) failure to obtain consent; (e) violation of law, license rule, fiduciary duty, professional obligation, employment policy, brokerage policy, RESPA, anti-kickback law, privacy law, advertising rule, fair housing law, consumer-protection law, or contract; (f) tax, compensation, commission, broker-split, payroll, or employment dispute; (g) spam, telemarketing, text, email, or privacy violation; or (h) negligent, reckless, fraudulent, or willful misconduct.

16.2 Hearth Indemnity. Hearth shall defend and indemnify Affiliate from third-party claims arising directly from Hearth's gross negligence or willful misconduct in the performance of Hearth's property management services, subject to the limitations of liability in this Agreement.

17. Limitation of Liability

17.1 No Consequential Damages. To the maximum extent permitted by law, Hearth shall not be liable for indirect, incidental, consequential, special, exemplary, punitive, lost profit, lost opportunity, lost commission, lost goodwill, reputational, speculative, or multiple damages.

17.2 Liability Cap. To the maximum extent permitted by law, Hearth's aggregate liability under or relating to this Agreement shall not exceed the greater of (a) Referral Fees actually paid to Affiliate during the three (3) months preceding the event giving rise to the claim, or (b) Five Hundred Dollars (\$500.00).

17.3 No Reliance on Future Payments. Affiliate acknowledges that referral opportunities are speculative and that Hearth may terminate this Agreement, reject referrals, change criteria, or stop paying future Referral Fees as permitted by this Agreement.

18. Term and Termination

18.1 Term. This Agreement begins on the Effective Date and continues until terminated by either Party.

18.2 Termination Without Cause. Either Party may terminate this Agreement at any time, for any reason or no reason, upon written notice.

18.3 Immediate Termination. Hearth may terminate immediately if Affiliate violates any compliance, disclosure, licensing, marketing, confidentiality, non-circumvention, privacy, RESPA, fiduciary-duty, or payment provision, or if Hearth determines that continued relationship creates legal, regulatory, reputational, operational, or business risk.

18.4 Effect of Termination. Upon termination, Affiliate shall cease using Hearth materials, marks, links, and approved content. Referral Fees for previously accepted referrals remain payable only if all conditions are satisfied and termination was not due to Affiliate breach, misconduct, or compliance risk. No new referral protection begins after termination.

18.5 Survival. Sections concerning payment limitations, compliance, disclosures, confidentiality, non-circumvention, indemnification, limitation of liability, taxes, governing law, dispute resolution, and any provisions that by their nature should survive termination shall survive.

19. Dispute Resolution; Governing Law

19.1 Governing Law. This Agreement shall be governed by the laws of the State of California, without regard to conflict-of-law principles.

19.2 Venue. Subject to Hearth's right to seek injunctive or equitable relief in any court of competent jurisdiction, any dispute arising out of or relating to this Agreement shall be brought exclusively in the



state or federal courts located in California. Affiliate irrevocably consents to such jurisdiction and venue.

19.3 Attorneys' Fees. The prevailing Party in any action or proceeding arising out of this Agreement shall be entitled to recover reasonable attorneys' fees, costs, and expenses, subject to the limitation of liability provisions as to claims against Hearth except where limitation is prohibited by law.

20. Miscellaneous

20.1 Independent Contractors. The Parties are independent contractors. This Agreement does not create a partnership, joint venture, franchise, employment, agency, fiduciary, brokerage, sales representative, or property management relationship between Hearth and Affiliate.

20.2 No Authority. Affiliate has no authority to bind Hearth, sign agreements for Hearth, accept payments, approve properties, make representations, or create obligations on behalf of Hearth.

20.3 Assignment. Affiliate may not assign this Agreement or any right to payment without Hearth's prior written consent. Hearth may assign this Agreement to an affiliate, successor, acquirer, broker entity, management entity, or purchaser of Hearth's business or assets.

20.4 Amendment. Hearth may update referral submission procedures, approved materials, payment documentation requirements, and compliance requirements upon written notice. Any other amendment must be in writing and signed by Hearth.

20.5 Severability. If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force, and the invalid provision shall be modified to the minimum extent necessary to make it enforceable.

20.6 Waiver. No waiver is effective unless in writing signed by the waiving Party. No failure to enforce any provision constitutes a waiver.

20.7 Notices. Notices may be delivered by email, certified mail, personal delivery, or any other method reasonably designed to provide written notice. Notices to Hearth shall be sent to the Hearth email or address designated by Hearth.

20.8 Entire Agreement. This Agreement, including all exhibits and approved addenda, is the entire agreement between the Parties regarding referrals and supersedes all prior or contemporaneous oral or written agreements concerning the same subject matter.

20.9 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original and all of which together constitute one instrument.



EXHIBIT A

Referral Rules and Payment Examples

This Exhibit A is incorporated into the Agreement.

A. Referral Fee. \$500 per accepted Door signed under a HearTh property management agreement from a Qualified Referral.

B. Qualification Trigger. A Door qualifies only after:

- HearTh attributes the Prospect or Client to Affiliate in good faith, including by oral referral, direct introduction, CRM note, referral link or form, email, text, phone call, or the Client telling HearTh who referred them.
- HearTh accepts the Client and property in its sole discretion.
- The owner signs a HearTh property management agreement covering the Door.
- The Door is counted in the signed management agreement as an accepted Door.
- Payment is legally permitted.
- Required tax, payee, and broker-payee documentation is complete.
- No written proof of referral-fee disclosure is required as a routine payment condition.

C. Payment Examples.

- Example 1: A contractor orally tells an owner about HearTh. During intake, the owner tells HearTh that the contractor referred them. HearTh accepts the owner and one LTR house, and the owner signs a HearTh property management agreement. Referral Fee: \$500.
- Example 2: A developer introduces an investor with eight townhomes. HearTh accepts all eight Doors and the owner signs all eight under a HearTh property management agreement. Referral Fee: \$4,000.
- Example 3: A Realtor introduces a buyer. The buyer speaks with HearTh but does not sign a HearTh property management agreement. Referral Fee: \$0.
- Example 4: A brokerage introduces a seller who later buys three rentals and signs them with HearTh within the Referral Protection Period. If HearTh accepts and signs all three Doors, Referral Fee: \$1,500, paid through the brokerage if required by law or brokerage policy.
- Example 5: A Prospect was already in HearTh's CRM or pipeline before Affiliate claimed the referral. Referral Fee: \$0 unless HearTh credits Affiliate in its sole discretion.
- Example 6: Affiliate refers an owner, but HearTh rejects the property because HearTh cannot legally, operationally, or economically service it. Referral Fee: \$0.

Example 7: Affiliate tells the owner that HearTh guarantees \$8,000/month in bookings. The owner signs but later disputes the claim. HearTh may deny or claw back the Referral Fee and seek indemnification.

EXHIBIT B

Approved HearTh Description and Prohibited Claims

Affiliate may use the following approved description unless HearTh provides updated language:

"Hearth is an AI-first, full-stack property manager for STR, MTR, and LTR investment properties. HearTh handles the rental operations end-to-end, including listing, pricing, guest or tenant communication, turnovers, maintenance coordination, compliance workflows, owner reporting, and monthly owner statements, subject to property approval and a signed management agreement."

Affiliate may not say or imply:

- HearTh guarantees income, occupancy, bookings, tenants, appreciation, value, cap rate, ROI, financing, tax results, insurance coverage, permit approval, or STR legality.



- A property is automatically eligible for STR, MTR, or LTR use.
- Hearth increases appraised value or sale price.
- Hearth is free, risk-free, or guaranteed.
- A client is required to use Hearth.
- Affiliate is part of Hearth or authorized to bind Hearth.
- Hearth has approved a property before Hearth has actually accepted it in writing.

EXHIBIT C

Referral Disclosure Language

Affiliate should disclose the referral relationship before or at the time of introduction to the extent required by law, professional rules, employer policy, brokerage policy, client agreement, fiduciary duty, conflict-of-interest rule, or good business practice. Hearth does not require written proof of this disclosure as a routine condition to payment. Affiliate may use this language:

"I may receive a \$500 referral fee if you enter into a property management agreement with Hearth and the referred Door is signed with Hearth. You are not required to use Hearth. You may choose any property manager or no property manager. Hearth does not guarantee rental income, occupancy, appreciation, appraised value, tax treatment, financing, permitting, or legality of any rental use."

If Affiliate is a real estate agent, broker, salesperson, Realtor, contractor, developer, lender, escrow/title professional, HOA representative, fiduciary, or other regulated professional, Affiliate must also provide any additional disclosure required by law, professional rules, employer policy, brokerage policy, client agreement, or fiduciary duty.

SIGNATURES

The Parties agree to be bound by this Agreement as of the Effective Date written above.

HEARTH PROPERTY	AFFILIATE
By:	By:
Name:	Name:
Title:	Title / Role:
Entity:	Entity / Brokerage:
	License No. if applicable:
Date:	Date: