

COMPENSATION AGREEMENT BETWEEN LISTING AND BUYER BROKER

(This is a legally binding contract; if not understood, seek competent advice before signing)

This compensation agreement ("Agreement") is entered into on _____ and relates to the sale of property located at _____ ("Property") and _____ ("Buyer").

The undersigned Listing Broker is to be paid real estate compensation by the Seller upon closing of the above stated Property. Listing Broker agrees to share its compensation with the undersigned Buyer Broker as set forth below:

Buyer Broker shall receive the following compensation: \$_____ or _____% of the gross purchase price of the Property at Act of Sale. In addition, this Agreement is subject to the following terms and conditions:

1. This Agreement shall supersede any previous agreements entered by the parties.
2. Listing Broker shall have no obligation to the Buyer Broker for compensation relating to the above referenced Property, Buyer, and Buyer Broker, if the Purchase Agreement that Buyer Broker is involved in does not close.
3. There shall be no reduction, change, or modification to compensation without prior written consent of all Brokers involved.
4. If either Broker, after entering into this Agreement, unilaterally agrees to a reduction in compensation to be received by the licensee's broker without consent of the other licensee, the amount of the reduction shall be deducted solely from the licensee's broker that reduced the compensation.
5. Listing Broker shall have no obligation to pay above compensation to Buyer Broker in the event that such is prohibited by a court order and/or instruction from a lender as could occur in situations including but not limited to, short sales, foreclosures, and bankruptcy proceedings. If such compensation is limited and/or prohibited by such order or instruction, Listing Broker shall only be obligated to pay Buyer Broker the compensation which is permitted by such order or instruction. Listing Broker shall advise Buyer Broker of any such order or instruction and with permission of both parties provide evidence of such as soon as possible.
6. Buyer Broker's commission is not more than agreed upon total amount of compensation in the Buyer Broker Agreement with the Buyer. **(Buyer Broker to Initial)** _____

Additional Terms and Conditions: The following additional terms and conditions, if conflicting with any exhibit, addendum, or preceding paragraph, shall control: _____

This COMPENSATION AGREEMENT BETWEEN LISTING AND BUYER BROKER is made by the undersigned Brokers effective as of the date of the last signature set forth below.

Listing Broker Firm: _____ Print: _____

Listing Broker: _____ Date/Time: _____

Address: _____

Email: _____ Phone: _____

Buyer Broker Firm: _____ Print: _____

Buyer Broker: _____ Date/Time: _____

Address: _____

Email: _____ Phone: _____

Broker compensation, (i.e. fees, commissions, bonus) are fully negotiable and are not set by law, a multiple listing service or association of REALTORS®.