

STATUTORY BROKER COMPENSATION AGREEMENT (MONTANA)

"This agreement establishes the terms under which compensation may be paid to a licensed real estate broker or brokerage in connection with a real estate transaction in the State of Montana."

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MONTANA BROKER COMPENSATION AGREEMENT

1. DATE AND PARTIES

1.1 Date of Agreement :

1.2 Client Name (s) (Buyer, Seller, Landlord, or Tenant):

1.3 Brokerage Firm Name :

1.4 Designated Broker or Agent:

1.5 Montana License Number :

For purposes of this Agreement :

"Client" refers to the party identified in Section 1.2.

"Broker" refers to the brokerage firm and designated broker or agent identified in Sections 1.3 and 1.4.

2. PROPERTY INFORMATION (IF APPLICABLE)

2.1 Property Address:

2.2 City:

County:

2.3 State: Montana Zip Code:

2.4 Tax Parcel Number (optional):

This Agreement may apply to the specific property identified above or to a property to be identified later.

3. BROKERAGE SERVICES

Broker may perform the following services:

Marketing property for sale or lease

Assisting in locating property for purchase or lease

Facilitating negotiations between parties

Presenting offers and counteroffers

Assisting with transaction coordination through closing

Broker does not provide legal, tax, or inspection services.

4. COMPENSATION STRUCTURE

Compensation shall be structured as follows (check all that apply):

Percentage of purchase price : %

Percentage of lease payments : %

Flat fee: \$

Hourly rate: \$ per hour

Other compensation structure :

5. WHEN COMPENSATION IS EARNED

Compensation may be earned under the following circumstances :

When the Client enters into a binding contract for purchase , sale, or lease

When the Broker procures a ready, willing , and able buyer or tenant

When the transaction closes or is otherwise completed

Other negotiated circumstances :

6. PAYMENT OF COMPENSATION

Compensation shall be paid by (check one):

Seller or landlord

Buyer or tenant

Shared between parties

Paid through closing proceeds

Paid separately by agreement

Compensation may be shared with cooperating brokers as permitted by law.

7. COOPERATION WITH OTHER BROKERS

Broker may cooperate with other licensed brokers , and compensation may be shared with cooperating brokers as permitted by law and agreement .

8. RELATIONSHIP DISCLOSURE

Brokerage relationships and duties are governed by Montana real estate licensing law. Client may receive a separate brokerage relationship disclosure form .

9. DURATION OF AGREEMENT

9.1 Effective Date :

9.2 Expiration Date :

This Agreement remains in effect until expiration or termination by written agreement of the parties .

10. PROTECTION PERIOD (OPTIONAL)

Compensation may still be owed if the Client enters into a transaction with a party introduced by the Broker during the term of the Agreement .

10.1 Protection Period Length: _____ days

10.2 Requirement to Provide Written List of Prospects: **Yes** **No**

11. NO GUARANTEE OF TRANSACTION

Broker does not guarantee that a transaction will occur, nor does Broker guarantee property condition or performance of third parties .

12. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Montana .

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter and supersedes all prior agreements. Amendments must be in writing. If any provision is found invalid, the remaining provisions shall remain in effect. This Agreement may be executed in counterparts and by electronic signatures.

14. SIGNATURES

CLIENT PRINTED NAME 1 CLIENT: <i>Printed Name :</i>	CLIENT SIGNATURE 1 <i>Signature :</i> Date : CLIENT DATE 1
CLIENT PRINTED NAME 2 CO-CLIENT (IF APPLICABLE): <i>Printed Name :</i>	CLIENT SIGNATURE 2 <i>Signature :</i> Date : CLIENT DATE 2
BROKER PRINTED NAME BROKER: <i>Printed Name :</i>	BROKER SIGNATURE <i>Signature :</i> Date : BROKER DATE
AGENT PRINTED NAME AGENT (IF APPLICABLE): <i>Printed Name :</i>	AGENT SIGNATURE <i>Signature :</i> Date : AGENT DATE

This form is provided as a courtesy to My State MLS members and is open-source for use by any real estate professional who wishes to use it. **THIS IS A LEGALLY BINDING CONTRACT.** If you do not fully understand its terms, seek competent legal advice before signing.