

COOPERATING BROKER AGREEMENT (MONTANA)

Real Estate Cooperation Agreement

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BROKER COOPERATION AGREEMENT

"This agreement establishes the terms under which licensed real estate brokers may cooperate in the marketing, negotiation, and completion of a real estate transaction."

DATE AND PARTIES

1.1 Date of Agreement:

1.2 Listing Brokerage:

Address:

City: _____ State: _____ Zip: _____

Designated Broker/Agent:

Montana License No.:

1.3 Cooperating Brokerage:

Address:

City: _____ State: _____ Zip: _____

Designated Broker/Agent:

Montana License No.:

1.4 Definitions. For purposes of this Agreement: (a) "Listing Broker" means the brokerage identified in Section 1.2 that holds the listing for the Property or is otherwise authorized by the owner to market the Property; and (b) "Cooperating Broker" means the brokerage identified in Section 1.3 that engages with the Listing Broker to market the Property and/or procure a buyer.

PROPERTY INFORMATION

2.1 Property Address:

2.2 City: _____ County: _____ State: Montana

2.3 Zip Code:

2.4 Tax Parcel/Geo Code (optional):

2.5 This Agreement relates to cooperation between the Listing Broker and the Cooperating Broker in connection with the marketing and potential sale of the above-described real property (the "Property").

SCOPE OF COOPERATION

3.1 Cooperating Broker Responsibilities. Subject to this Agreement and any separate written agency agreements with consumers, the Cooperating Broker may: (a) present the Property to prospective buyers; (b) assist prospective buyers in preparing and submitting offers and related documents; (c) facilitate communications between prospective buyers, the Listing Broker, and other parties to the transaction; and (d) assist with negotiations and coordination of transaction milestones, including inspections, financing, title, and closing arrangements.

3.2 Independence of Cooperating Broker. The Cooperating Broker acts independently and is not an agent of the Listing Broker. Nothing herein limits the duty of either broker to comply with applicable agency disclosures and duties under Montana law. Any relationship between the Cooperating Broker and a buyer or seller shall be as separately disclosed and documented in accordance with Montana law.

BROKER COMPENSATION

4.1 Compensation to Cooperating Broker. The parties agree that compensation to the Cooperating Broker shall be as follows (select one or more and specify terms):

Percentage of purchase price: _____ % of the gross purchase price.

Flat fee: \$ _____.

Portion of Listing Broker's commission: _____ % of Listing Broker's total commission actually received at closing.

Other compensation structure: _____.

4.2 Conditions. Conditions under which compensation is earned, if any (in addition to Section 5):

4.3 Disclosure to Buyer/Seller. Each broker remains responsible for any required disclosure to their respective clients concerning compensation and any potential conflicts as required by Montana law.

WHEN COMPENSATION IS EARNED

5.1 Unless otherwise agreed in Section 4.2, compensation to the Cooperating Broker is earned upon the earliest of the following applicable events:

The Cooperating Broker produces a ready, willing, and able buyer on terms acceptable to the seller; or

The buyer procured by the Cooperating Broker enters into a binding, written purchase and sale agreement for the Property; and

The transaction closes, unless otherwise specifically agreed in writing by the parties.

5.2 Additional or modified conditions, if any:

PAYMENT OF COMPENSATION

6.1 Method of Payment. Unless otherwise agreed in writing, compensation due to the Cooperating Broker shall be paid through the closing or settlement process and disbursed from funds handled by the closing agent.

6.2 Source of Funds. Unless otherwise agreed in writing, compensation due to the Cooperating Broker shall be paid from commission proceeds received by or payable to the Listing Broker at closing, subject to sufficient proceeds and the terms of the purchase and sale agreement.

6.3 No Obligation if No Closing. If the transaction does not close, no compensation shall be due to the Cooperating Broker unless otherwise provided in Sections 4 or 5 or by separate written agreement.

BROKERAGE RELATIONSHIPS

7.1 Disclosure. Brokerage relationships with buyers and sellers must be disclosed in accordance with Montana real estate law, including any required written disclosure of duties owed to clients and customers.

7.2 Capacity. The Cooperating Broker may, as permitted by law and with required disclosures: (a) represent the buyer; (b) represent the seller if authorized and disclosed; (c) act as a statutory or designated agent as allowed; or (d) act in another capacity permitted by Montana law, including as a transaction facilitator if applicable and properly disclosed.

7.3 No Dual Agency Without Consent. Any dual or limited agency must be conducted only as permitted by Montana law and with all required written consents and disclosures.

INDEPENDENT CONTRACTORS

8.1 The Listing Broker and the Cooperating Broker are independent contractors with respect to each other. Nothing in this Agreement creates a partnership, joint venture, or employment relationship between the brokers or their affiliated licensees.

8.2 Each broker is solely responsible for compensation, supervision, and direction of its own agents and employees and for its own taxes, insurance, and compliance obligations.

COMPLIANCE WITH LAWS

9.1 The parties shall comply with all applicable Montana real estate licensing laws and regulations, fair housing and anti-discrimination laws, and, if the Property is listed with a multiple listing service, applicable MLS rules and policies.

9.2 Each broker shall maintain active licensure in Montana or cooperate via lawful brokerage arrangements permitted by Montana law for the services contemplated herein.

TERM OF AGREEMENT

10.1 Effective Date:

10.2 Expiration Date:

10.3 This Agreement shall also terminate upon the earliest of: (a) the closing of a transaction for the Property in which compensation is paid pursuant to this Agreement; (b) expiration or termination of the applicable listing agreement for the Property; or (c) written agreement of the parties. Termination shall not affect rights accrued prior to termination.

NOTICES

11.1 Method of Delivery. Any notice under this Agreement may be delivered by: (a) personal delivery; (b) mail or recognized courier service; or (c) electronic transmission (including email) with confirmation of transmission or receipt.

11.2 Notice to Listing Broker:

Listing Brokerage:

Attn:

Address:

Email:

Phone:

11.3 Notice to Cooperating Broker:

Cooperating Brokerage:

Attn:

Address:

Email:

Phone:

GOVERNING LAW

12.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Montana without regard to conflicts-of-law principles.

ENTIRE AGREEMENT

13.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements between the parties on such subject.

13.2 Amendments . Any amendment or modification must be in a writing signed by authorized representatives of both parties .

13.3 Severability . If any provision of this Agreement is determined to be invalid or unenforceable , the remainder shall continue in full force and effect , and the invalid or unenforceable provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable while most closely reflecting the parties ' original intent .

13.4 Electronic Signatures ; Counterparts . This Agreement may be executed in counterparts , each of which is deemed an original and all of which together constitute one instrument . Signatures delivered electronically or by reliable digital means are deemed original for all purposes .

SIGNATURES

OTHER PRINTED NAME 1 LISTING BROKER: PRINTED NAME:	OTHER PRINTED NAME 2 TITLE/CAPACITY:
OTHER SIGNATURE 1 SIGNATURE:	OTHER DATE 1 DATE:
OTHER PRINTED NAME 3 LISTING AGENT (IF APPLICABLE): PRINTED NAME:	OTHER PRINTED NAME 4 MONTANA LICENSE NO.:
OTHER SIGNATURE 2 SIGNATURE:	OTHER DATE 2 DATE:
OTHER PRINTED NAME 5 COOPERATING BROKER: PRINTED NAME:	OTHER PRINTED NAME 6 TITLE/CAPACITY:
OTHER SIGNATURE 3 SIGNATURE:	OTHER DATE 3 DATE:
OTHER PRINTED NAME 7 COOPERATING AGENT (IF APPLICABLE): PRINTED NAME:	OTHER PRINTED NAME 8 MONTANA LICENSE NO.:
OTHER SIGNATURE 4 SIGNATURE:	OTHER DATE 4 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.