

COMMISSION AGREEMENT (ARKANSAS)

"This Commission Agreement ("Agreement") is a legally binding contract. If not understood, seek competent legal advice."

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Commission Agreement

Effective Date:

1. PARTIES

1.1. Client: Client Name:

1.2. Brokerage: Broker Name:

Agent Name:

1.3. Additional Broker/Agent (if applicable): Name:

2. PROPERTY

2.1. Property Address:

County:

State:

Arkansas

City:

Zip:

3. TRANSACTION TYPE

This Agreement pertains to the following transaction ("Transaction"):

Sale

Purchase

Lease

Other:

4. COMMISSION STRUCTURE

The total commission ("Commission") shall be calculated as follows:

Percentage of transaction value:

%

Flat fee: \$

Combination of percentage and flat fee as follows:

Other:

5. COMMISSION AMOUNT

Total Commission Amount (if fixed): \$

6. SOURCE OF COMMISSION

The Commission shall be paid by the following party:

- Paid by Seller
- Paid by Buyer
- Paid by Landlord
- Paid by Tenant
- Paid by cooperating broker
- Other:

7. PAYMENT TRIGGER

The Commission is earned and payable under the following condition:

- At the successful closing and funding of the Transaction ("Closing Date").
- Upon the execution of a binding purchase or lease agreement for the Property.
- Upon Broker's procurement of a ready, willing, and able buyer or tenant on terms acceptable to the Client.
- Other:

8. COMMISSION SPLIT

The total Commission shall be allocated as follows ("Split"):

- No split (single broker retains full commission).
- Commission split applies as detailed below:

Broker Split Percentage:		%
Agent Split Percentage:	%	
Co-Broker Split Percentage:		%
Referral Fee Percentage:	%	

9. CO-BROKERAGE AND COOPERATION

- Cooperation with other brokers is permitted, and the Broker is authorized to share the Commission with a cooperating broker.
- Cooperation with other brokers is permitted, but the Commission will not be shared.
- No cooperation with other brokers is offered.

10. REFERRAL AGREEMENT (IF APPLICABLE)

- No referral agreement applies to this Transaction.
- A referral fee applies to this Transaction.

Referral Terms: A portion of the Commission in the amount of % or \$ shall be paid to (referring party) pursuant to a separate referral agreement.

11. ADDITIONAL COMPENSATION TERMS

Additional terms, including any bonuses, incentives, or adjustments to the Commission, are as follows:

12. COMPLIANCE WITH LAW

12.1. All parties agree to comply with all applicable federal, state, and local laws, including the rules and regulations of the Arkansas Real Estate Commission (AREC).

12.2. The parties acknowledge that all required agency and compensation disclosures have been provided and understood.

12.3. Compensation is not contingent on any prohibited conduct or service.

13. DEFAULT AND REMEDIES

13.1. Should the Client fail to pay the Commission when due, the Client shall be in default. The Broker shall be entitled to pursue all legal and equitable remedies, including but not limited to recovery of the Commission, attorney's fees, and court costs.

13.2. Interest shall accrue on any unpaid Commission at the rate of _____ % per annum or the maximum rate allowed by Arkansas law, whichever is less.

14. DISPUTE RESOLUTION

Any dispute arising from this Agreement shall be resolved by the method selected below:

Mediation: The parties agree to first attempt to resolve the dispute through a mutually agreeable mediator in _____ County, Arkansas.

Arbitration: The dispute shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association in _____ County, Arkansas.

Litigation: The dispute shall be resolved in a court of competent jurisdiction in _____ County, Arkansas.

15. NOTICES

All notices required under this Agreement must be in writing and delivered by one of the following methods:

Personal Delivery
Certified Mail, Return Receipt Requested
Courier Service
Email to the addresses provided by the parties.

16. TIME AND DEADLINES

Time is of the essence for all terms and conditions of this Agreement.

17. STATE-SPECIFIC PROVISIONS

17.1. This Agreement is intended to comply with all requirements of Arkansas law, including Ark. Code Ann. § 17-42-101, et seq., and the regulations of the Arkansas Real Estate Commission.

17.2. The parties acknowledge that Arkansas law requires certain brokerage agreements to be in writing to be enforceable.

18. ELECTRONIC SIGNATURES AND COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed as valid as original signatures.

19. ENTIRE AGREEMENT

This Agreement, including any attached addenda, constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may only be modified in writing and signed by all parties.

20. AUTHORITY OF SIGNATORIES

Each individual signing this Agreement represents and warrants that they have the full legal authority to bind the party they represent to the terms of this Agreement.

21. GOVERNING LAW AND VENUE

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Arkansas. The exclusive venue for any action arising from this Agreement shall be in _____ County, Arkansas.

SUMMARY OF COMMISSION TERMS

Total Commission:

Source of Payment:

Payment Trigger:

Commission Split Details:

ADDENDA AND ATTACHMENTS CHECKLIST

The following documents are attached to and made a part of this Agreement:

- Listing Agreement
- Buyer Representation Agreement
- Referral Agreement
- Other:

SIGNATURES

CLIENT SIGNATURE

Client Signature:

CLIENT PRINTED NAME

Printed Name:

CLIENT DATE

Date:

BROKER SIGNATURE

BROKER PRINTED NAME

Broker Signature:

Printed Name:

BROKER DATE

Date:

AGENT SIGNATURE

AGENT PRINTED NAME

Agent Signature (if applicable):

Printed Name:

AGENT DATE

Date:

ADDITIONAL BROKER SIGNATURE

ADDITIONAL BROKER PRINTED NAME

Additional Broker Signature (if applicable):

Printed Name:

ADDITIONAL BROKER DATE

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.