

Compensation Agreement – Seller to Buyer’s Broker

1. Parties

This agreement is made between:

Buyer’s Broker: _____ (“Buyer’s Broker”)
and
Seller: _____ (“Seller”)

2. Property

Property Address: _____
(Insert address)

_____, (“Property”), listed by
_____, (“Seller’s Broker”).

3. Term

This agreement becomes effective once all parties have signed and received a fully executed copy. It will remain in effect for _____ days (default is 30 days if left blank) (“Term”).

The Term cannot extend beyond the expiration date of the Seller’s Broker’s current listing agreement for the Property, including any extensions or protection periods. However, if a contract for sale and purchase is fully executed with a buyer procured by the Buyer’s Broker (“Purchase Agreement”), the Term will automatically extend until the actual closing date of that Purchase Agreement.

4. Buyer’s Broker Compensation

If the Buyer’s Broker is the procuring cause of the sale of the Property during the Term, the Seller agrees to pay the Buyer’s Broker the following at closing:

- ☐ \$ _____ (flat fee)
- ☐ _____ % of the gross purchase price of the Property plus \$ _____
- ☐ Other (specify): _____

Other Terms:

Seller confirms that any payment made to the Buyer’s Broker is as compensation for the services provided to the buyer.

5. DISPUTE RESOLUTION

Any disagreements, claims, or concerns between the parties related to this Agreement, or any breach of it, will first be addressed by attempting mediation with a mutually agreed-upon mediator.

If a lawsuit is filed in connection with this Agreement, the winning party will have the right to recover reasonable attorney fees and legal costs, unless both parties agree to resolve disputes through arbitration as detailed below:

Arbitration: By initialing in the spaces below, **Seller () ()** and **Buyer’s Broker or Authorized Associate () ()** agree that if mediation does not resolve a dispute, it will be settled by neutral binding arbitration in the county where the Property is located, following the rules of the American Arbitration Association or another arbitrator that both parties agree on. Each party involved in arbitration (or any

court case brought to enforce the arbitration clause of this Agreement or an arbitration award) will be responsible for its own legal fees, costs, and expenses, including attorney fees, and both parties will equally divide the arbitrator's and administrative fees.

6. MISCELLANEOUS CLAUSES

This Agreement shall be interpreted according to Florida law. Electronic signatures will be valid and enforceable.

Broker's commissions are not fixed by law and are completely negotiable. Under no circumstances shall the Buyer's Broker's compensation exceed the amount stated in the written agreement with the buyer.

Seller

Seller

Seller's Signature

Seller's Signature

Date: _____

Date:

Buyer's Broker

Broker or Authorized Associate

Date: _____