

AGREEMENT FOR COMPENSATION BETWEEN LISTING AND SELLING BROKER

This compensation agreement ("Agreement") is entered into this _____ day of _____, _____ and relates to:
_____("Property")
and ____("Buyer").

The undersigned Listing Broker shall receive real estate compensation from the seller upon the successful closing of the Property mentioned above.

The Listing Broker agrees to share a portion of its compensation with the undersigned Selling Broker as outlined below:

Listing Broker (Firm Name) _____

Listing Firm Address: _____

Selling Broker (Firm Name) _____

Selling Firm Address: _____

The Selling Broker shall receive compensation as follows: \$ _____ or _____% of the Property's purchase price.

Furthermore, this Agreement is governed by the following terms and conditions:

1. This Agreement shall replace and take precedence over any prior agreements made between the parties.
2. The Listing Broker shall not be obligated to provide compensation to the Selling Broker regarding the referenced Property, Buyer, Selling Broker if the Purchase and Sale Agreement involving the Selling Broker fails to close.
3. No reduction, alteration, or modification to the compensation shall be made without the prior consent of all Brokers involved.
4. If either licensee, after entering into this Agreement, independently agrees to a reduction in the compensation their broker is to receive without obtaining the consent of the other licensee, the reduced amount shall be deducted exclusively from the broker of the licensee who agreed to the reduction.
5. The Listing Broker shall have no obligation to pay the specified compensation to the Selling Broker if prohibited by a court order or lender instruction, as may occur in cases such as short sales, foreclosures, or bankruptcy proceedings. If such compensation is restricted or prohibited by such an order or instruction, the Listing Broker will only be required to pay the Selling Broker the amount allowed under the order or instruction. The Listing Broker agrees to notify the Selling Broker of any such order or instruction and, with the consent of both parties, provide evidence of it as soon as possible.
6. If a dispute arises from this Agreement or regarding the procuring cause of the Property, the parties agree to resolve the matter through arbitration in accordance with the latest version of the Code of Ethics and Arbitration Manual issued by the National Association of REALTORS®

SPECIAL STIPULATIONS: The following Special Stipulations shall take precedence over any conflicting provisions in any exhibit, addendum, or preceding paragraph:

The party(ies) below have signed and acknowledge receipt of a copy.

By: **Broker or Licensee Authorized by Broker**

LISTING BROKER/FIRM

at _____ o'clock am/ pm

Date

ADDRESS:

PRINT/TYPE NAME

PHONE:

Email:

The party(ies) below have signed and acknowledge receipt of a copy.

By: **Broker or Licensee Authorized by Broker**

SELLING BROKER/FIRM

at _____ o'clock am/ pm

Date

ADDRESS:

PRINT/TYPE NAME

PHONE:

Email: **am Bygden**

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