COOPERATING BROKER COMPENSATION AGREEMENT WITH SELLER

THIS IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, WE RECOMMEND CONSULTING AN ATTORNEY BEFORE SIGNING.

PROPERTY ADDRESS: _____

SELLER(S): _____

BUYER(S): _____

COOPERATING BROKER: _____

AGENT OF COOPERATING BROKER: _____

The COOPERATING BROKER is acting as a:

_____BUYER'S AGENT

SELLER understands that COOPERATING BROKER is acting as a BUYER'S AGENT acting in the best interest of the BUYER(S), the COOPERATING BROKER is not representing SELLER. COOPERATING BROKER has been authorized by the BUYER to receive the cooperating compensation set forth below from the SELLER.

_____SUB-AGENT

SELLER understands that the COOPERATING BROKER is acting as a SELLER'S AGENT acting in the best interest of the SELLER.

_____ BROKER'S AGENT

SELLER understands that the COOPERATING BROKER is acting as a BROKER'S AGENT acting in the best interest of the LISTING BROKER.

SELLER understands that this Contract is only a compensation agreement for selling SELLER'S Property to the aforementioned prospective BUYER. SELLER is not listing SELLER'S Property with COOPERATING BROKER. SELLER understands that SELLER can sell SELLER'S Property to other buyers even though this Contract has not expired. This agreement does not authorize COOPERATING BROKER to show the property to any other prospective BUYERS, nor obligate SELLER to pay compensation to COOPERATING BROKER, except in connection with a sale of the property to this BUYER.

_____/_____PLEASE INITIAL: COMPENSATION: SELLER understands that compensation is not set by law or any Realtor® association or MLS and that compensation is fully negotiable between the SELLER and the COOPERATING BROKER.

The undersigned SELLER agree(s) to pay to the undersigned COOPERATING BROKER, compensation in an amount equal to _____% of the sales price or $ _____ for the sale of the above described property shown to the BUYER(S), if a contract is ratified between the parties within _____ days of showing. Such compensation shall be paid at closing.

Dispute Resolution:

a. The parties agree that any dispute concerning the terms and conditions of this Agreement that cannot be amicably resolved between them shall first be submitted to mediation proceedings conducted in accordance with the rules of the local Realtor® association – or, if that association does not provide for mediation, by a mediator mutually agreed upon by the parties. Mediation fees and costs, if any, shall be divided equally among the parties involved.

b. If the dispute is not timely resolved through mediation, either party may submit the dispute to binding arbitration before the local Realtor® association in accordance with the procedure set forth in the National Association of Realtors® Code of Ethics and Arbitration Manual. Each party shall bear its own fees and costs, and the fees of the arbitration.

c. The parties agree that arbitration as set forth above shall be the exclusive procedure for resolution of all disputes that cannot be resolved through mediation. Each party hereby waives the right to bring any lawsuit relating to any transaction covered by this Agreement and further waives the right to join, or be part of, any class action or any other legal action relating to claims arising from any such transaction.

d. Notwithstanding any provision to the contrary contained in this Agreement, if Broker is held to be liable for any matter arising from this Agreement, the maximum liability of Broker shall not exceed the aggregate amount received by Broker in connection with the transaction in question, not including filing or related administrative fees.

SELLER_____ Date:_____

SELLER_____ Date:_____

COOPERATING BROKER_____ Date:_____

The "EFFECTIVE DATE" of this Agreement shall be latest date entered above alongside the parties' signatures.