

REAL ESTATE COMMISSION AGREEMENT

Property Address: _____ MLS Number: _____

Parties:

Seller (Client) Name: _____

Seller Address: _____

Brokerage Firm Name: _____

Broker License Number: _____

Agreement Term:

Listing Start Date: _____ Listing End Date: _____

Commission:

Commission Rate (%): _____ Flat Fee (if any): _____

Commission Payable On: _____

Listing Broker Duties:

Broker agrees to use commercially reasonable efforts to market the Property, procure a buyer ready, willing, and able to purchase the Property on terms acceptable to Seller, and to facilitate the closing of the sale.

Seller's Duties:

Seller agrees to cooperate with Broker, provide access to the Property for showings and inspections, disclose all known material facts affecting the Property, and refer all inquiries and offers to Broker.

Commission Payment:

The commission shall be earned and payable upon the closing of a sale of the Property during the term of this Agreement or any extension thereof. Commission shall be paid from the sales proceeds at closing, or as otherwise agreed in writing.

Dual Agency and Disclosure:

Broker may act as agent for both Seller and Buyer in a transaction only with the informed, written consent of both parties. Broker shall disclose any potential conflicts of interest and obtain necessary consents as required by law.

Termination:

This Agreement may be terminated by mutual written consent of the parties or upon expiration of the term. Termination shall not relieve Seller of liability for commissions earned prior to termination.

Indemnification:

Seller agrees to indemnify and hold Broker harmless from any claims, damages, or liabilities arising from Seller's misrepresentations or failure to disclose material facts.

Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of courts located in _____ County, _____.

Entire Agreement:

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. Any amendments must be in writing and signed by both parties.

Severability:

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Counterparts and Electronic Signatures:

This Agreement may be executed in one or more counterparts, including by electronic signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SELLER'S SIGNATURE

BROKER'S SIGNATURE

Signature: _____

Signature: _____

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