

UNREPRESENTED SELLER COMPENSATION CONSENT

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1. This Agreement entered into between _____ **SAMPLE** _____ (“Seller”)
2. and _____ **SAMPLE** _____ (“Broker”).
3. This Agreement commences on _____, _____, and expires at 11:59 p.m. on _____, _____.
4. Seller is the owner of property commonly known as:
5. _____
6. (the “Property”), and Seller warrants that Seller has the legal capacity, full power and authority to enter into this Agreement and consummate the
7. transaction contemplated hereby on Seller’s own behalf or on behalf of the party Seller represents, as appropriate. Seller is offering the Property for
8. sale without the assistance of any real estate broker. Broker represents _____ (“Buyer”)
9. who may be interested in purchasing the Property.

COMPENSATION

10. If Seller enters into a contract to sell, exchange, option or lease the Property to Buyer during the term of this Agreement or
11. within _____ calendar days after termination of this agreement, Seller agrees to pay Broker compensation in the amount
12. equal to _____ % of the sales price or \$ _____. Broker’s compensation shall be paid at the time of and as a
13. condition of closing.
14. COMMISSIONS PAYABLE FOR THE SALE, EXCHANGE, LEASE OR OPTION OF PROPERTY ARE NOT SET BY ANY BOARD
15. OR ASSOCIATION OF REALTORS® OR MULTIPLE LISTING SERVICE OR IN ANY MANNER OTHER THAN AS NEGOTIATED
16. BETWEEN BROKER AND SELLER.

BUYER AGENCY

17. This Agreement is a Compensation Agreement only. Seller acknowledges that the Broker is acting solely as BUYER’S AGENT
18. and Broker is NOT representing Seller in regard to the Property. As agent of the Buyer, Broker owes fiduciary duties to the Buyer
19. of loyalty, obedience, disclosure, confidentiality and accounting in dealings with the Buyer. These duties require that all
20. information given to the Broker by Seller regarding this transaction must be disclosed to Buyer. In addition, the Broker owes all
21. parties in a transaction diligent exercise of reasonable skill and care in the performance of the Broker’s duties and a duty of
22. honest and fair dealing and a duty to disclose all facts known to the Broker which materially and adversely affect the
23. consideration to be paid for the Property.

MEDIATION

24. Any dispute or claim in law or equity arising out of this Agreement shall be submitted to mediation. Costs of the mediation shall be
25. split equally between Seller and Broker.

ACCEPTANCE

26. Seller hereby agrees to all of the terms and conditions herein and acknowledges receipt of a copy of this Agreement.
27. _____ **SAMPLE** _____ **SAMPLE**
^ SELLER’S SIGNATURE MO/DA/YR FIRM NAME
28. _____ **SAMPLE** _____ **SAMPLE**
^ SELLER’S SIGNATURE MO/DA/YR BUYER’S AGENT
29. _____
ADDRESS ADDRESS
30. _____
CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE
31. _____
TELEPHONE TELEPHONE

For Broker Use Only:

Brokerage File/Log No. _____ Manager’s Initials _____ **SAMPLE** Broker’s Initials _____ **SAMPLE** Date _____
MO/DA/YR