

COMPENSATION AGREEMENT BETWEEN BROKERS



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1. PARTIES

1. **SELLER/LANDLORD BROKER:** _____ (“Seller’s Broker”) acting through _____

DRAFT

FIRM NAME

2. _____, _____
AGENT’S NAME AGENT’S NAME

3. **BUYER/TENANT BROKER:** _____ (“Buyer’s Broker”) acting through _____

DRAFT

FIRM NAME

4. _____, _____
AGENT’S NAME AGENT’S NAME

5. represents _____ (“Buyer”) as a
6. potential buyer or tenant of the Premises as defined below.

DRAFT

7. Term: This Agreement shall become effective only if Buyer and Seller enter into a purchase contract or lease for the Premises
8. within ten (10) days of the full execution of this Agreement. This Agreement shall terminate if the purchase contract is lawfully
9. cancelled prior to close of escrow.

2. PROPERTY

- 10. **Premises:** The real property with all improvements, fixtures, and appurtenances thereon or incidental
- 11. thereto, plus the personal property described herein (collectively the “Premises”).
- 12. Premises Address: _____ Assessor’s #: _____
- 13. City: _____ County: _____ AZ, Zip Code: _____
- 14. Legal Description: _____
- 15. _____

3. COMPENSATION

16. Buyer’s **Broker’s Compensation:** Seller’s Broker agrees to compensate Buyer’s Broker in accordance with the terms and
17. Conditions below.

18. **(CHECK ANY THAT APPLY AND FILL IN THE COMPENSATION)**

19. Sales:

20. **■ Sale:** ____ % of the full purchase price OR \$ _____.

21. Compensation to Buyer’s Broker is earned and payable when Buyer, or any entity owned or controlled by Buyer, closes escrow on a
22. purchase or exchange of the Premises and Buyer’s Broker represents Buyer in such transaction as indicated on the purchase contract
23. Any escrow or closing agent may pay Buyer’s Broker’s compensation from the Seller’s Broker’s compensation at close of escrow.

24. Leases:

25. **■ Rental:** _____ % of the gross rental amount as calculated for the entire term of the initial lease OR \$ _____.

26. The compensation to Buyer’s Broker is earned and payable when Buyer, or an entity owned or controlled by Buyer, and Seller execute
27. a lease agreement for the Premises.

28. **■ Rental Renewal or Extension:** Regardless of whether this Agreement has expired, Seller’s Broker agrees to pay Buyer’s Broker
29. compensation of ____% of the gross rental amount OR \$ _____ within (five) 5-days of rental renewal or extension of the lease agreement.

4. REMEDIES

30. **Alternative Dispute Resolution:** In the event of a dispute arising out of this Agreement, the Parties hereby agree to arbitrate the
31. matter pursuant to the most recent version of the Code of Ethics and Arbitration Manual published by the National Association of
32. REALTORS®. Judgment on the award rendered by the arbitration panel may be entered in any court of competent jurisdiction.

5. ADDITIONAL TERMS AND CONDITIONS

33. _____
34. _____
35. _____
36. _____

37. **Assignment:** Neither Seller’s Broker nor Buyer’s Broker may assign any rights or obligations pursuant to this Agreement without the prior
38. written consent of the other, and any attempted assignment without consent shall be void and of no effect.

39. **Arizona Law:** This Agreement shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.

40. **Copies and Counterparts:** This Agreement may be executed by facsimile or other electronic means and in any number of
41. counterparts. A fully executed facsimile or electronic copy of the Agreement shall be treated as an original Agreement.

42. **Entire Agreement:** This Agreement and any addenda and attachments shall constitute the entire Agreement between the Parties, shall
43. supersede any other written or oral agreements, and can be modified only by a writing signed by the Parties. Invalidity or unenforceability
44. of one or more provisions of this Agreement shall not affect any other provisions of this Agreement.

6. SELLER’S BROKER

45. ^ AGENT’S SIGNATURE	DRAFT	MO/DA/YR	^ AGENT’S SIGNATURE	DRAFT	MO/DA/YR
46. ^ AGENT’S PRINTED NAME			^ AGENT’S PRINTED NAME		
47. ^ PRINT FIRM NAME			^ PRINT FIRM NAME		
48. ^ TELEPHONE			^ TELEPHONE		
49. ^ EMAIL			^ EMAIL		

7. BUYER’S BROKER

50. ^ AGENT’S SIGNATURE	DRAFT	MO/DA/YR	^ AGENT’S SIGNATURE	DRAFT	MO/DA/YR
51. ^ AGENT’S PRINTED NAME			^ AGENT’S PRINTED NAME		
52. ^ PRINT FIRM NAME			^ PRINT FIRM NAME		
53. ^ TELEPHONE			^ TELEPHONE		
54. ^ EMAIL			^ EMAIL		

For Broker Use Only: Brokerage File/Log No. _____ Manager’s Initials _____ Broker’s Initials _____ Date _____ MO/DA/YR
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