

COMPENSATION AGREEMENT BETWEEN BROKERS

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1. PARTIES

1. **BUYER/TENANT BROKER:** **DRAFT** (FIRM NAME) **DRAFT** (“Buyer Broker”) acting through
 2. _____, represents _____ as a
AGENT’S NAME BUYER/TENANT NAME
3. potential buyer or tenant of the Premises as defined below (“Buyer”).
4. **SELLER/LANDLORD BROKER:** **DRAFT** (FIRM NAME) (“Seller Broker”) acting through
 5. _____
AGENT’S NAME

2. PREMISES

6. **Premises:** The real property located at (the “Premises”).
7. Address: _____ Assessor’s #: _____
8. City: _____ County: _____ AZ, Zip Code: _____

3. COMPENSATION

9. **Terms and Conditions:** This Agreement shall become effective when fully signed. This Agreement is contingent upon: 1) the fully signed Agreement being delivered prior to, or with, an offer made by Buyer to purchase or lease the Premises; 2) Buyer and Seller entering into a purchase contract or lease for the Premises within ten (10) days or _____ days of Seller Broker signing this Agreement; and, if applicable, 3) Buyer closing escrow to purchase the Premises pursuant to that purchase contract.
13. **Buyer Broker Compensation:** Seller Broker agrees to compensate Buyer Broker in accordance with the terms and conditions below.
14. **The Buyer Broker Compensation may be credited to Buyer in whole or in part.**
15. **(CHECK ANY THAT APPLY AND FILL IN THE COMPENSATION)**
16. **Sale:** _____ % of the full purchase price; \$ _____; **OR** other: _____.
17. ~~Compensation to Buyer Broker~~ **The amount paid pursuant to line 16** is earned and payable when Buyer, or any entity owned or controlled by Buyer, closes escrow on a purchase or exchange of the Premises and Buyer Broker represents Buyer in such transaction as indicated on the purchase contract. Any escrow or closing agent may pay Buyer Broker’s compensation from Seller Broker’s compensation at close of escrow.
21. **Lease:** _____ % of the gross rental amount as calculated for the entire term of the initial lease **OR** \$ _____.
22. ~~The compensation to Buyer Broker~~ **The amount paid pursuant to line 21** is earned and payable when Buyer, or an entity owned or controlled by Buyer, and Seller execute a lease agreement for the Premises.

4. REMEDIES

24. **Alternative Dispute Resolution:** Buyer Broker and Seller Broker agree to mediate any dispute or claim arising out of or relating to this Agreement. All mediation costs shall be paid equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes or claims shall be submitted for binding arbitration pursuant to the most recent version of the Code of Ethics and Arbitration Manual published by the National Association of REALTORS®. Judgment on the award rendered by the arbitration panel may be entered in any court of competent jurisdiction.

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5. ADDITIONAL TERMS AND CONDITIONS

- 29. _____
- 30. _____
- 31. _____
- 32. _____
- 33. **Assignment:** Neither Seller Broker nor Buyer Broker may assign any rights or obligations pursuant to this Agreement without the prior
- 34. written consent of the other, and any attempted assignment without consent shall be void and of no effect.
- 35. **Arizona Law:** This Agreement shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
- 36. **Copies and Counterparts:** This Agreement may be executed by facsimile or other electronic means and in any number of counterparts.
- 37. A fully executed facsimile or electronic copy of the Agreement shall be treated as an original Agreement.
- 38. **Entire Agreement:** This Agreement and any addenda and attachments shall constitute the entire Agreement between the parties, shall
- 39. supersede any other written or oral agreements, and can only be modified in a writing signed by the parties. Invalidity or unenforceability
- 40. of one or more provisions of this Agreement shall not affect any other provisions of this Agreement.

6. BUYER BROKER

- 41. _____ **DRAFT** _____
^ AUTHORIZED SIGNATURE _____ MO/DA/YR
- 42. _____ **DRAFT** _____
^ PRINTED NAME
- 43. _____ **DRAFT** _____
^ FIRM NAME PRINTED
- 44. _____
^ TELEPHONE
- 45. _____
^ EMAIL

7. SELLER BROKER

- 46. _____ **DRAFT** _____
^ AUTHORIZED SIGNATURE _____ MO/DA/YR
- 47. _____ **DRAFT** _____
^ PRINTED NAME
- 48. _____ **DRAFT** _____
^ FIRM NAME PRINTED
- 49. _____
^ TELEPHONE
- 50. _____
^ EMAIL

For Broker Use Only:			
Brokerage File/Log No. _____	Manager's Initials _____	Broker's Initials _____	Date _____ <small>MO/DA/YR</small>