

UNREPRESENTED SELLER COMPENSATION CONSENT

DRAFT

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1. This Agreement entered into between _____ (“Seller”) **DRAFT**
2. and _____ (“Broker”), **DRAFT**
BUYER’S AGENT BUYER’S AGENT
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. ~~COMMISSIONS PAYABLE FOR THE SALE, EXCHANGE, LEASE OR OPTION OF PROPERTY ARE~~ **BROKER COMPENSATION**
11. **IS NOT SET BY LAW, NOR BY ANY BOARD, OR ASSOCIATION OF REALTORS® OR MULTIPLE LISTING SERVICE OR IN ANY**
12. **MANNER OTHER THAN AS FULLY NEGOTIATED BETWEEN BROKER AND SELLER IN THIS AGREEMENT.**
13. If Seller enters into a contract to sell, exchange, option or lease the Property to Buyer during the term of this Agreement or
14. within _____ calendar days after termination of this agreement, Seller agrees to pay Broker compensation in the amount
15. equal to _____ % of the ~~sales~~ **full purchase** price or \$ _____. Broker’s compensation shall be paid at the time of and as a
16. condition of closing.

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
19. Buyer 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
21. all parties in a transaction diligent exercise of reasonable ~~skill and care~~ **DRAFT** 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~~ **DRAFT** which materially and adversely affect the consideration to
23. 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. ^SELLER’S SIGNATURE **DRAFT** MO/DA/YR ^SELLER’S SIGNATURE **DRAFT** MO/DA/YR
28. ^SELLER’S NAME PRINTED MO/DA/YR ^SELLER’S NAME PRINTED MO/DA/YR
29. ADDRESS CITY STATE ZIP CODE
30. TELEPHONE EMAIL ADDRESS FAX
31. FIRM NAME **DRAFT** **DRAFT**
32. ^BUYER’S AGENT SIGNATURE MO/DA/YR ^BUYER’S AGENT SIGNATURE MO/DA/YR

For Broker Use Only:

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