

# UNREPRESENTED SELLER COMPENSATION CONSENT

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1. This Agreement entered into between \_\_\_\_\_ (“Seller”)
2. and \_\_\_\_\_ (“Broker”),  

BUYER’S AGENT
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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. BROKER COMPENSATION IS NOT SET BY LAW, NOR BY ANY BOARD, ASSOCIATION OF REALTORS®, MULTIPLE
11. LISTING SERVICE OR IN ANY MANNER OTHER THAN AS FULLY NEGOTIATED BETWEEN BROKER AND SELLER IN THIS
12. 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 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
20. all information given to the Broker by Seller regarding this transaction must be disclosed to Buyer. In addition, the Broker
21. owes all parties in a transaction diligent exercise of reasonable skill and care in the performance of the Broker’s duties and a
22. duty of 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. \_\_\_\_\_ MO/DA/YR      ^ SELLER’S SIGNATURE      \_\_\_\_\_ MO/DA/YR
28. \_\_\_\_\_ MO/DA/YR      ^ SELLER’S NAME PRINTED      \_\_\_\_\_ MO/DA/YR
29. \_\_\_\_\_ ADDRESS      \_\_\_\_\_ CITY      \_\_\_\_\_ STATE      \_\_\_\_\_ ZIP CODE
30. \_\_\_\_\_ TELEPHONE      \_\_\_\_\_ EMAIL ADDRESS      \_\_\_\_\_ FAX
31. \_\_\_\_\_ FIRM NAME
32. \_\_\_\_\_ 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