

Residential Listing Contract - Exclusive Right to Sell/Rent >>

4. COMPENSATION

31. LISTING BROKER COMPENSATION IS NOT SET BY LAW, NOR BY ANY BOARD, ASSOCIATION OF REALTORS®,
 32. MULTIPLE LISTING SERVICE OR IN ANY MANNER OTHER THAN AS FULLY NEGOTIATED BETWEEN LISTING
 33. BROKER AND OWNER IN THIS AGREEMENT. SHOULD THE OWNER CHOOSE TO OFFER COMPENSATION TO A
 34. BUYER BROKER OR TENANT BROKER, THE OFFERED AMOUNT IS ALSO FULLY NEGOTIABLE AND AGREED
 35. UPON AFTER DISCUSSION WITH THE LISTING BROKER.

36. (OWNER'S INITIALS REQUIRED) _____

37. All funds are to be in U.S. currency.

38. Owner agrees to compensate Listing Broker and other broker, if any, as follows:

39. (Check if applicable) **Retainer:** Owner agrees to pay Listing Broker a non-refundable retainer fee in the amount of
 40. \$_____, within five (5) days or _____ days of execution of this Agreement, which is earned when paid, for
 41. initial consultation, research and other services. This fee **shall shall not** be credited against the Listing Broker
 42. compensation.

43. **Listing Broker Compensation:** If Listing Broker produces a ready, willing and able buyer or tenant in accordance
 44. with this Agreement, or if a sale or rental of the Premises is made by Owner or through any other broker, or otherwise,
 45. during the Term of this Agreement, Owner agrees to pay Listing Broker compensation of:

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

47. **Additional Listing Broker Compensation:**

48. **Unrepresented Buyer:** Owner agrees to pay Listing Broker additional compensation of _____% of the full
 49. purchase price **OR** \$_____ if the buyer of the Premises is not represented by a buyer broker.

50. **Buyer Broker:** Owner **does** **does not** authorizes Listing Broker to communicate ~~an offer of compensation to~~
 51. ~~Owner's willingness to potentially compensate~~ a prospective buyer broker ~~depending on the terms of the purchase offer.~~
 52. ~~Requests for compensation should be set forth in the prospective buyer's offer to purchase the Premises in the amount~~
 of _____% of the full purchase price **OR** \$_____ ("Offer Amount").

~~53. Owner's authorization includes consent for the Listing Broker to enter into an agreement with a prospective buyer
 54. broker to compensate the broker if they represent the buyer of the Premises. In such circumstances, Owner shall
 55. provide Listing Broker the funds necessary to pay the agreed upon buyer broker compensation, not to exceed the
 56. Offer Amount. Owner shall also pay Listing Broker the Offer Amount as additional compensation if any agent of Listing
 57. Broker represents the buyer of the Premises.~~

58. Owner acknowledges that buyer broker represents the interest of the buyer(s), and not the interest of Owner, in a
 59. transaction unless the agent(s) of Listing Broker represent both Owner and buyer under Limited Representation as
 60. described in Section 6. Owner also acknowledges that the buyer broker may credit part, or all, of their compensation
 61. to the buyer.

62. ■ **Rental:** _____% of the gross rental amount as calculated for the entire term of the initial lease, **OR** \$_____,
 63. upon execution of lease agreement.

64. **Additional Listing Broker Compensation:**

65. **Unrepresented Tenant:** Owner agrees to pay Listing Broker additional compensation of _____% of the
 66. gross rental amount as calculated for the entire term of the initial lease **OR** \$_____ if the tenant of the Premises
 67. is not represented by a tenant broker.

68. **Tenant Broker:** Owner **does** **does not** authorizes Listing Broker to communicate ~~an offer of compensation to~~
 69. ~~Owner's willingness to potentially compensate~~ a prospective tenant broker ~~depending on the terms of the lease offer.~~
 70. ~~Requests for compensation should be set forth in the prospective tenant's offer to lease the Premises in the amount of %~~
 of the gross rental amount as calculated for the entire term of the initial lease **OR** \$_____ ("Offer Amount").

~~71. Owner's authorization includes consent for the Listing Broker to enter into an agreement with a prospective tenant broker
72. to compensate the broker if they represent a tenant who leases the Premises. In such circumstances, Owner shall provide
73. Listing Broker the funds necessary to pay the agreed upon tenant broker compensation, not to exceed the Offer Amount.
74. Owner shall also pay Listing Broker the Offer Amount as additional compensation if any agent of Listing Broker represents
75. the tenant who leases the Premises.~~

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OWNER	OWNER