

Vacant Land/Lot Listing Contract - Exclusive Agency >>

37. **Owner's Right to Sell/Lease:** Owner reserves the right to sell/lease the Property during the Term of this Agreement, without incurring liability for any compensation to Listing Broker, provided that such sale/lease is not made to a person produced by Listing Broker or with whom Listing Broker has negotiated during the Term of this Agreement, or through any other broker, and provided that Listing Broker, prior to such sale/lease, has not become entitled to compensation in accordance with this Agreement. If Owner sells/leases the Property, Owner shall promptly notify Listing Broker in writing, specifying the name of buyer/tenant, the purchase/lease price to be paid and shall indicate whether or not the sale/lease was or is being made through another broker.

44. Owner agrees to compensate Listing Broker and other broker(s), if any, as follows:

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

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

51. **Sale:** \_\_\_\_\_% of the full purchase price OR \$\_\_\_\_\_.

52. **Additional Listing Broker Compensation:**

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

55. **Buyer Broker:** Owner  DOES  DOES NOT authorize Listing Broker to communicate an offer of compensation to Owner's willingness to potentially compensate a prospective buyer broker depending on the terms of the purchase offer. Requests for compensation should be set forth in the prospective buyer's offer to purchase the Property. in the amount of \_\_\_\_\_% of the full purchase price OR \$\_\_\_\_\_ ("Offer Amount").

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

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

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

69. **Additional Listing Broker Compensation:**

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

73. **Tenant Broker:** Owner  DOES  DOES NOT authorize Listing Broker to communicate an offer of compensation to Owner's willingness to potentially compensate a prospective tenant broker depending on the terms of the lease offer. Requests for compensation should be set forth in the prospective tenant's offer to lease the Property. in the amount of \_\_\_\_\_% of the gross rental amount as calculated for the entire term of the initial lease OR \$\_\_\_\_\_ ("Offer Amount").

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

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Initials>

OWNER	OWNER