

Vacant Land/Lot Listing Contract - Exclusive Right To Sell/Lease >>

38. Owner agrees to compensate Listing Broker and other broker(s), 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 Property is made by Owner or through any other broker, or
45. otherwise, 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 Property is not represented by a buyer broker.

50. **Buyer Broker:** Owner **DOES** **DOES NOT** authorize 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 Property. 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 Property. 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 Property.~~

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

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

63. **Additional Listing Broker Compensation:**

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

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

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

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

80. **Lease Renewal or Extension:** Regardless of whether this Agreement has expired, Owner agrees to pay Listing
81. Broker compensation of _____% of the gross rental amount OR \$_____ within (five) 5-days of rental
82. renewal or extension.