

FOR SALE BY OWNER COMMISSION AGREEMENT

This is a legally binding agreement.

1. This commission agreement is entered into on the _____ day of _____, 20____, between _____ (the "Seller") and _____ (the "Brokerage") including _____ (the "Agent") for the real property owned by the Seller and described as follows:
_____.
2. **Commission.** The Seller agrees to pay the Brokerage a fee of \$ _____ or _____% of the purchase price of the home provided the agent is the procuring cause for _____ (the "Buyer") making an offer on the home which the Seller accepts. This includes but is not limited to the agent initially showing the Seller's property to the Buyer, writing the offer and insuring all commitments in the purchase agreement are met. If the Agent was not the initial instigator of the buyer viewing the property, no commission is due the Agent regardless of any agreement the Buyer may have with the Agent. This commission is due and payable from the Seller's proceeds at closing only if the specified Buyer closes on the property.
3. **Protection Period.** If within _____ months after this Commission Agreement is signed and dated, the Buyer or anyone representing the Buyer, other than another real estate agent with whom the Buyer has a current Buyer Broker Agreement, purchases the property, the Commission will be due the Agent.
4. **Agency Relationships.** The Seller has opted not to be represented in this transaction by a real estate agent, but acknowledges that the Agent and Brokerage represent the Buyer. Therefore, as the Buyer's Agent, the Agent will exercise his/her fiduciary duty to the Buyer of loyalty, full disclosure, confidentiality and reasonable care. The Seller and the Agent acknowledge that any assistance given the Seller by the Agent in the course of completing the transaction are intended to fulfill the Agent's duties to the Buyer and does not express or imply representation to the Seller. This Agreement does not authorize the Agent or the Brokerage to market the Seller's property or solicit other offers to buy the Seller's property.
5. **Dispute Resolution.** The parties agree that any dispute, prior to or after a closing related to this Commission Agreement, shall first be submitted to mediation through a mediation provider mutually agreed upon by the parties. If unable to agree upon a mediation provider, the parties agree to submit the dispute to the American Arbitration Association. Each party agrees to bear its own cost of mediation.
6. **Attorney Fees.** Except as provided in paragraph 5, the parties agree that in any action or proceeding arising out of this Commission Agreement involving the Seller and the Brokerage, the prevailing party shall be entitled to reasonable attorney fees and costs.
7. **Attachment.** There are no additional terms to this Commission Agreement.
8. **Equal Housing Opportunity.** The Seller and the Brokerage agree to comply with Federal, State and local fair housing laws.
9. **Faxes.** Facsimile transmission of a signed copy of this Commission Agreement and retransmission of a signed fax shall be the same as delivery of an original. If this transaction involved multiple owners this Commission Agreement may be executed in counterparts.

The Undersigned do hereby agree to the terms of this Commission Agreement as of the date written above.

Seller's Signature

Seller's Signature

The Brokerage

By: _____
Authorized Agent

By: _____
Principal/Branch Broker