



## **Co-Brokerage Agreement**

This AGREEMENT, made on \_\_\_\_\_, 20\_\_ between \_\_\_\_\_ (Listing Broker) whose address is \_\_\_\_\_ (address) and \_\_\_\_\_ (Cooperating Broker) whose address is \_\_\_\_\_ (address).

This agreement pertains to the sale/lease of property located at \_\_\_\_\_ (address). Whereas, both parties acknowledge that the Listing Broker represents the Seller or Landlord for the property listed above.

Listing Broker agrees to pay Cooperating Broker a brokerage Commission Split equivalent to \_\_\_\_\_ percent (\_\_\_%) of the total purchase price, providing the sale/lease transaction of the Listed Property.

All co-brokered commissions due to Cooperating Broker under the terms and conditions of this Agreement will be paid by Listing Broker when and if received from Seller/Landlord and then only after the funds have cleared Listing Broker's operating account. The parties understand this Agreement has been entered into solely for the purpose of dividing fees.

No modification of any of the terms of this Agreement shall be valid or binding upon the parties unless modifications are made in writing and signed by both parties.

This Agreement shall commence on the Effective Date listed above terminate at 11:59 p.m. on \_\_\_\_\_, 20\_\_ ("Termination Date"). This Agreement may be canceled prior to the Termination Date only by a written mutual agreement of both parties.

Unless otherwise agreed upon by both parties, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration, and judgment upon the award rendered by the arbitrator(s) may be entered in a court having jurisdiction thereof and both parties agree to be bound by any such decision rendered.

This Agreement shall not be binding without signed acceptance of both parties, signed Agency Disclosure forms from both parties. Both parties acknowledge as of the Effective Date, they have entered into this Agreement as written. Brokers further acknowledge that their clients have also been provided with a copy of this Agreement.

Listing Broker Signature: \_\_\_\_\_

Listing Broker Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Cooperating Broker Signature: \_\_\_\_\_

Cooperating Broker Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_