



COMMISSION AGREEMENT FOR SALE (NO BROKERAGE RELATIONSHIP)



This Agreement is entered into between: _____ (“SELLER”)

and (“BROKER”), _____

relating to the following described real property owned by SELLER (“Property”):

1. SELLER shall allow BROKER to show and/or market the Property and attempt to procure for SELLER a buyer on terms satisfactory to SELLER. SELLER acknowledges receipt from BROKER of the Notice of No Brokerage Relationship.

If BROKER procures a buyer with whom SELLER, within _____ calendar days after the date of this Agreement, enters into any contract to sell, option, or otherwise transfer any interest in the Property, SELLER shall pay to BROKER compensation equal to _____% of the purchase price thereof (“BROKER’s Compensation”), payable at time of closing.

2. SELLER and BROKER agree and understand that BROKER does not represent SELLER in any capacity under this Agreement; however, BROKER owes to SELLER the following duties: (a) dealing honestly and fairly; (b) disclosing all known facts that materially affect the value of the Property which are not readily observable to the buyer; and (c) accounting for all funds entrusted to the licensee.

3. If any deposits paid by a buyer are retained by SELLER, 50% thereof, but not exceeding the full amount of unpaid BROKER’s Compensation, including costs expended by BROKER, shall be paid to BROKER as full consideration for BROKER’s services, and the balance shall be paid to SELLER.

4. If the transaction shall not be closed because of the refusal, failure, or inability of SELLER to perform, or if SELLER fails or refuses to enter into a contract with a ready, willing, and able buyer for the Property, for the following purchase price: \$ _____, or upon any other price and terms or exchange to which SELLER may hereafter consent, then SELLER shall pay the full Compensation to BROKER as set forth herein upon demand by BROKER. In such event, this Agreement shall not be terminated, but shall continue in full force and effect during the term hereof. In the event SELLER fails or refuses to pay the Compensation after demand by BROKER, SELLER hereby grants to BROKER the right to place a lien on the Property, which lien shall survive termination of this Agreement, and which can be foreclosed in the same manner as a mortgage on real property.

5. BROKER shall offer, show and make the Property available, and attempt to procure a buyer for the Property without regard to race, religion, color, sex, familial status, national origin or handicap, in full compliance with federal, state and local fair housing laws.

6. In connection with any litigation concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorneys fees and court costs from the non-prevailing party.

7. Other Terms and Conditions: _____

(Authorized Broker’s Signature) (Date) (Seller’s Signature) (Date)

(Licensee’s Printed Name) (Seller’s Signature) (Date)