PRE-SHOWING COMPENSATION AGREEMENT

DATE: _____

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RE: Property located at _____

_____.

For and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Seller and/or Seller's Broker, depending on who is paying the compensation to the Buyer's Broker, hereby confirms to Buyer's Broker the compensation for professional brokerage services ("Compensation") to which Buyer's Broker shall be entitled in the event the buyer with whom Buyer's Broker is working with or representing (and who will be identified in any offer made by such buyer through Buyer's Broker) contracts to purchase and closes on the Property. Such Compensation shall be paid to Buyer's Broker by the party identified below at the Closing of such transaction. The Agreement is contingent upon the offer to purchase that is made through the Buyer's Broker working with or representing the Buyer being delivered to Seller's Broker within _____ days of the above-referenced date. The offer of Compensation shall expire if no offer to purchase the property is made within this time frame and this Pre-Showing Compensation Agreement is not otherwise extended by agreement of the Buyer's Broker and the party or Broker paying the Compensation.

1. <u>Compensation Being Offered to Buyer's Broker</u>.

A. The Compensation being offered to Buyer's Broker shall be paid to Buyer's Broker at the closing of the purchase and sale contract as follows: *[Select one. The boxes not checked shall not be a part of this Agreement.]*

☐ _____% of the purchase price;

☐ $_____;

☐ _____ (other)

B. The above-referenced Compensation shall be paid by: *[Select one. The boxes not checked shall not be a part of this Agreement.]*

☐ Seller (in addition to the Compensation Seller is paying to Seller's Broker)

☐ Seller's Broker (out of the Compensation Seller is paying to Seller's Broker)

☐ Seller and Seller's Broker as set forth in the "other" section above.

2. <u>General</u>.

A. Neither Broker shall have a claim for Compensation against the other in the event a closing does not occur.

B. Buyer's Broker and all other parties and Brokers signing this Agreement shall have the right to rely on this offer of Compensation set forth herein as a binding offer that cannot be changed by Seller or Seller's Broker without the written permission of Buyer's Broker once the Property is shown by Buyer's Broker to the buyer with whom Buyer's Broker is working or representing during the term of this Agreement.

C. This Pre-Showing Compensation Agreement shall not modify or amend any separate agreement regarding Buyer's Broker's Compensation between Buyer's Broker and the buyer.

D. If Buyer's Broker has a previous agreement with Seller and/or Seller's Broker regarding Buyer's Broker's Compensation related to the purchase and sale of the Property, this Pre-Showing Compensation Agreement shall modify and amend such agreement.

E. Buyer's Broker and all other parties signing this Agreement shall have all remedies available at law or in equity in the event this Pre-Showing Agreement is breached.

F. The offer of Compensation made herein shall only apply if the offer to purchase the Property that is ultimately accepted by Seller is made through the Buyer's Broker.

G. If the Compensation being offered to Buyer's Broker is more than Buyer's Broker is permitted to accept, and the buyer does not consent to the additional Compensation being paid, then the offer of Compensation herein shall be reduced to the amount of Compensation Buyer's Broker is permitted to accept.

H. Any licensee signing this Agreement on behalf of their Broker warrants that they have full authority to sign on behalf of and bind the Broker to this Pre-Compensation Agreement.

I. For the transaction involving the parties and Broker(s) herein, this Pre-Showing Compensation Agreement shall modify any previous compensation agreement entered into by the Seller and Seller's Broker – if they both sign this Agreement.

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SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any preceding paragraph or any exhibit or addendum hereto shall control:

☐ **Additional Special Stipulations (F246) are attached.**

Buyer Broker

Buyer Broker's (or authorized representative's) Signature Date

Broker's Phone# _____

Broker's FAX# _____

REALTOR® Membership

Seller Broker

Seller Broker's (or authorized representative's) Signature Date

Broker's Phone# _____

Broker's FAX# _____

REALTOR® Membership

If Seller is paying Buyer's Broker Compensation referenced herein, Seller hereby signs this Agreement to confirm Seller's agreement to pay the Compensation to be made by Seller. SELLER DOES NOT NEED TO SIGN THIS AGREEMENT IF ALL COMPENSATION TO BE PAID HEREIN TO BUYER'S BROKER IS BEING PAID BY SELLER'S BROKER.

Seller's Signature Date

Seller's Signature Date

☐ **Additional Signature Page (F267) is attached.**

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