



## COMPENSATION AGREEMENT – LISTING BROKER TO BUYER'S BROKER

1. **PARTIES:** This Listing Broker to Buyer's Broker Compensation Agreement is between:

Listing Broker: \_\_\_\_\_ ("Listing Broker") and Buyer's

Broker: \_\_\_\_\_ ("Buyer's Broker")

2. **PROPERTY ADDRESS:** \_\_\_\_\_ ("Property").

3. **BUYER'S NAME** \_\_\_\_\_, including any affiliates, successors, or assigns ("Buyer").

4. **TERM: THE OFFER OF COMPENSATION MADE IN THE SECTION 5 IS BINDING ON THE PARTIES TO THIS AGREEMENT ONLY IF THE SELLER AND THE BUYER NAMED IN SECTION 3 ARE UNDER AN EXECUTED AND RATIFIED CONTRACT WITHIN 30 DAYS OF THIS AGREEMENT BEING SIGNED.**

**IF THE SELLER AND THE BUYER NAMED IN SECTION 3 ARE NOT UNDER A SIGNED SALES AGREEMENT WITHIN 30 DAYS OF THIS AGREEMENT'S EFFECTIVE DATE THEN THIS AGREEMENT IS CONSIDERED NULL AND VOID**

**PAYMENT WILL ONLY BE MADE AT CLOSING UNLESS OTHERWISE AGREED UPON IN WRITING.**

5. **BUYER'S BROKER COMPENSATION:** Listing Broker will compensate Buyer's Broker as stated below at closing of Property if Buyer identified above in paragraph 3 closes on Property and Buyer's Broker is the procuring cause of the sale of Property during the Term. Listing Broker certifies that the Seller approved this offer of compensation. Buyer Broker Certifies that the Buyer is aware Buyer's Broker may receive compensation from the Listing Broker and Buyer granted Buyer Broker permission to do so in a written, signed document.

Listing Broker agrees to compensate Buyer's Broker (CHECK ONE):

☐ Exactly \$ \_\_\_\_\_ (US Dollars)

☐ \_\_\_\_\_ % of the gross purchase price as reflected on the final settlement statement

☐ Other : \_\_\_\_\_

**If Listing Broker defaults by failing to pay Buyer's Broker Compensation at closing or defaults by preventing closing in violation of the Contract of Sale, Listing Broker must pay Buyer's Broker Compensation.**

6. **ARBITRATION:** Listing Broker and Buyer's Broker agree that any unresolvable dispute between Listing Broker and Buyer's Broker will be submitted to binding arbitration by the most recent version of the National Association of Realtors Code of Ethics and Arbitration Manual.

7. **MISC. CLAUSES:** This Agreement will be construed under South Carolina law. This Agreement represents the entire agreement and understanding between the parties as to the subject matter herein and supersedes all prior or contemporaneous agreements whether written or oral. No waiver, alteration, or modification of any of the provisions of this Agreement will be binding unless in writing and signed by the parties hereto. Electronic signatures will be acceptable and binding. **Broker's commissions are not set by law and are fully negotiable.**

\_\_\_\_\_  
Listing Broker in Charge or Authorized Associate (printed name)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
Buyer's Broker in Charge or Authorized Associate (printed name)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)