



COMPENSATION AGREEMENT - SELLER TO BUYER'S BROKER

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

Seller: _____ ("Seller") and
Buyer's Broker: _____ ("Buyer's Broker")

2. **PROPERTY ADDRESS:** _____ ("Property") listed by
_____ ("Listing Broker").

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:** If Buyer's Broker is the procuring cause of the sale of Property during the Term, Seller will compensate Buyer's Broker as stated below at closing of Property.

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

- ☐ Exactly \$ _____ (US Dollars)
☐ _____ of the gross purchase price as reflected on the final settlement statement
☐ Other : _____

Seller acknowledges that compensation paid to Buyer's Broker is for services Buyer's Broker provided to Buyer.

Buyer Broker certifies that they have informed their Buyer of the possibility of being paid by more than one party and has obtained Buyer's written permission to do so.

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

6. **DISPUTE RESOLUTION:** All controversies, claims, and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be settled by first attempting mediation with a mediator agreed upon by the parties. If litigation arises out of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and costs.
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.**

Seller (printed name)

(signature) (date)

Seller (printed name)

(signature) (date)

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

(signature) (date)