

This Compensation Agreement, (the "Agreement") is made and entered into as of _____ (the "Effective Date"), by and between _____, whose address is _____ (the "Listing Broker"), and _____, (the "Buyer's Broker").

1. **PROPERTY:** This ☐ Residential ☐ Condominium ☐ Multi-Family ☐ Commercial/Industrial ☐ Vacant Land Property] is located in the [☐ Village ☐ Township ☐ City] of _____, County of _____, Michigan, commonly known as (street address) _____ (Zip) _____. Described as: _____.

2. In the event all of the conditions set forth in paragraph 3 below are satisfied, Listing Broker agrees to pay Buyer's Broker as follows: ☐ _____ % of the purchase price of the Property; or, ☐ \$ _____. **Broker commissions are not set by law and are fully negotiable.**

3. Listing Broker's obligation to pay Buyer's Broker shall be conditioned upon satisfaction of ALL of the following conditions:

- a. Buyer submits an offer to purchase the Property through Buyer's Broker within the Term hereof, which offer results in a binding purchase agreement between Seller and Buyer (the "Real Estate Contract");
- b. This fully signed Agreement is delivered prior to, or with the Buyer's offer to purchase;
- c. The Buyer's Broker represents Buyer through a successful closing on the Real Estate Contract;
- d. Listing Broker is not obligated to pay the Buyer's Broker if, through no fault of the Listing Broker, and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the Listing Broker to collect its compensation under the Listing Broker's contract with the Seller.

4. In the event of the execution of a **lease agreement** for the above-mentioned Property between the Listing Broker and the Cooperating Broker, the following terms apply to the Cooperating Broker's commission in connection with the lease of the Property:

- a. Property Owner, or Listing Broker, as the case may be, shall pay to Cooperating Broker the following amounts:
 - i. ☐ _____ % of total rent due for _____ months from Tenant to Property Owner;
 - ii. ☐ \$ _____.
 - iii. ☐ Other: _____.

5. Amounts owing under this Agreement are earned and due and payable at the time the closing occurs. The Parties understand, acknowledge, and agree that the foregoing agreement on compensation is objectively ascertainable and not open-ended.

6. Any dispute or claims arising in connection with this Agreement shall be submitted for binding arbitration pursuant to the most recent Code of Ethics and Arbitration Manual published by the Michigan Realtors ®.

7. This Agreement is the entire agreement of the parties and may not be changed except by written agreement. This Agreement supersedes any prior agreement between the parties concerning the same subject matter.

8. The parties agree to this Agreement, any amendment or modification of this Agreement and/or any written notice or communication in connection with this Agreement may be delivered by electronic mail. Any such communication shall be deemed delivered at the time it is sent or transmitted. The parties agree that the electronic signatures shall be deemed to be valid and binding upon the parties as if the original signatures were present in the documents in the handwriting of each party.

9. Property Owner acknowledges and agrees that, pursuant to the terms of this Agreement, Listing Broker is making an offer of compensation for cooperation to Cooperating Broker. In connection with this offer of compensation Property Owner acknowledges and agrees: (1) **that this Agreement is a separate, arms-length, conspicuously written agreement between the parties, (2) that has been made consistent with the Property Owner's prior written approval, (3) has been provided to Property Owner in advance of any payment or agreement to pay, and (4) clearly specifies the amount or rate to Cooperating Broker of the Cooperating Broker's commission.**

Listing Broker Firm Office ID

Buyer's Broker Firm Office ID

Listing Agent: Agent ID

Buyer's Agent: Agent ID

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