

Compensation Agreement - Seller to Cooperating Buyer's Broker



This Seller to Buyer's Broker Compensation Agreement dated as of _____ is by and between: _____
_____ ("Seller") and Compass RE NY, LLC dba Compass ("Buyer's Broker") a licensed New
York Real Estate Broker as the broker for _____ ("Buyer") represented by _____
("Agent") for the property located at _____
("Property") listed by _____ ("Listing Broker").

This Compensation Agreement shall last until title closes (the "Term").

- 1. **Compensation. Seller understands that commissions are not set by law and are fully negotiable.** Seller agrees to compensate Buyer's Broker as stated below at closing of Property.

Seller agrees to compensate Buyer's Broker _____% of the gross purchase price of the Property.

- 2. **Material Provision of Purchase Agreement.** Buyer and Seller agree that Seller's payment of the Buyer Broker commission is a material term of the purchase agreement between the parties and they commit to instruct their attorneys to include the Seller's agreement to pay the Buyer Broker commission as part of their purchase agreement.
- 3. **Arbitration.** 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 neutral binding arbitration in the county in which the Property is located in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision of this Agreement or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees, and will equally split the arbitrator's fees and administrative fees of arbitration.
- 4. **Miscellaneous.** This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This agreement cannot be changed or terminated orally. Any changes or additional provisions must be set forth in a separate written agreement signed by all of the parties to this Agreement.
- 5. **Disclaimer.** Seller understands that Buyer's Broker is acting as a Buyer's agent and is acting in the best interest of the Buyer(s), the Buyer's Broker is not representing Seller. Buyer's Broker has been authorized by the Buyer to receive the cooperating compensation set forth herein from the Seller.

Seller:
Date:

Seller:
Date:

Buyer:
Date:

Buyer:
Date:

COMPASS RE NY, LLC dba COMPASS

COMPASS AGENT

Authorized Representative:
Date:

Name:
Date: