

## CO-BROKERAGE AGREEMENT

This Co-Brokerage Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_, 20 \_\_\_\_, by and between \_\_\_\_ ("Listing Firm"), who has the right to receive a commission on the sale or lease of the property commonly known as \_\_\_\_ (the "Property") and \_\_\_\_ ("Buyer Brokerage Firm"), who has identified or may identify a buyer or tenant for the Property.

- 1. Showings.** \_\_\_\_ ("Listing Broker") grants to \_\_\_\_ ("Buyer Broker") the right to show the Property to prospective buyers or tenants and to solicit offers for the purchase or lease of the Property. For the purposes of this Agreement, "show" means to show the exterior of the Property only unless a key box is provided. If Buyer Broker wishes to obtain access to the interior of the Property, Buyer Broker must make such arrangements directly with Listing Broker.
- 2. Offers.** Buyer Broker shall promptly submit all offers to purchase or lease the Property to Listing Broker and not to the owner without Listing Broker's consent. Listing Broker shall determine in its sole discretion whether to allow Buyer Broker to accompany Listing Broker in submitting any offers directly to the owner. If, however, Listing Broker does not notify Buyer Broker within two business days that Listing Broker has made arrangements for prompt presentation of the offer to the owner, then Buyer Broker may submit the offer directly to owner.
- 3. Compensation.** If the Property is sold or leased pursuant to an offer submitted by Buyer Broker, then Buyer Brokerage Firm shall be entitled to \_\_\_\_ percent (\_\_\_\_%) of the compensation received by Listing Broker, or any different amount stated in the purchase and sale agreement or lease by which the Property was sold or leased. Listing Firm's obligations with regard to the payment of a commission to Buyer Brokerage Firm are limited to sharing compensation actually received by Listing Firm and directing the closing agent or the owner regarding the proper disbursement of commissions upon closing of the sale or lease of the Property.
- 4. Property Information.** Both parties agree that they are relying on information provided by the Owner regarding the Property. Both parties release each other from any claims resulting from errors or omissions in the information provided by the owner.
- 5. Term.** This Agreement shall terminate on \_\_\_\_, 20\_\_\_\_. Notwithstanding any termination, Buyer Brokerage Firm shall be entitled to receive a commission pursuant to Paragraph 4 above if the Property is sold or leased before or after such termination pursuant to an offer submitted by Selling Broker.

### LISTING FIRM

Firm Name: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

### BUYER BROKERAGE FIRM

Firm Name: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature