

**COMMISSION AGREEMENT FOR  
SALE TO NAMED BUYER**

**Notice: The amount or rate of real estate commission is not fixed by law. They are set by each Broker individually and may be negotiable between the Owner and Broker.**

This Agreement is made between \_\_\_\_\_, Owner,  
and \_\_\_\_\_, Broker, concerning property located at \_\_\_\_\_.

**DISCLOSURE OF BROKER'S AGENCY**

It is agreed that Broker is representing the named Buyer exclusively and is not acting as a dual agent, and has no agency or fiduciary relationship with the Owner. If Owner needs assistance in preparing or responding to any offer, counter-offer, or notice, or if Owner needs assistance at any time through closing, Owner should seek such assistance from another licensed Broker or the Owner's attorney, and not Buyer's Broker. Owner should direct any questions about any offer, counter-offer, or any contractual obligation to the other Broker or Owner's attorney and not to Buyer's Broker. Owner should not rely on Buyer's Broker to coordinate the transaction, including but not limited to arranging for the completion of the Owner's obligations in the transaction and Owner's performance under any contract that may be executed by the parties.

**1. Compensation.** In the event Owner enters into an agreement within \_\_\_\_\_ days from the date of this Agreement to sell the above referenced property to \_\_\_\_\_, or his or her assigns, Owner agrees to pay Broker as a commission \_\_\_\_\_% of the selling price or \$\_\_\_\_\_, to be paid in cash at close of escrow. Buyer includes any person related to Buyer or entity in which Buyer has a legal interest. Owner understands that Broker will not be soliciting offers from persons other than the prospective Buyer named in this Agreement. Owner irrevocably assigns to Broker the commission from Owner's proceeds and irrevocably instructs the Escrow Holder referred to in the Purchase Agreement to disburse the funds to Broker at close of escrow. Escrow instructions with respect to commissions may not be amended or revoked without the written consent of the Broker.

**2. Default.** The commission will also be payable upon any default by Owner, or the mutual rescission by Buyer and Owner without the written consent of the Broker, which prevents completion of the purchase. If Owner receives liquidated or other damages upon default by Buyer, Owner agrees to pay Broker the lesser of the amount provided for above or one half of the damages after deduction of any costs of collection, including reasonable attorney fees.

**3. Attorney Fees.** In any action for commission, the prevailing party will be entitled to reasonable attorney fees and costs to be awarded by the court or arbitrator, whether or not the action is brought to trial or final judgment.

Owner \_\_\_\_\_ Date \_\_\_\_\_      Owner \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail \_\_\_\_\_

Broker \_\_\_\_\_ By (Agent) \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail \_\_\_\_\_

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