



BROKERAGE FEE SHARING AGREEMENT



THIS BROKERAGE FEE SHARING AGREEMENT (the "Agreement") is entered into effective the ____ day of _____ 20____ by and between _____ (the Seller's Brokerage") and _____ (the "Buyer's Brokerage").

Name of Buyer: _____

Name of Seller: _____

Property: _____

1. Agency Disclosure. In the negotiations for the purchase and sale of the above-referenced Property, the Buyer is represented by: _____ (the "Buyer's Agent") who is affiliated with the Buyer's Brokerage; and the Seller is represented by _____ (the "Seller's Agent") who is affiliated with the Seller's Brokerage.

2. Compensation Agreement/Brokerage Fee. Seller's Brokerage represents that it has an existing listing agreement or other written compensation agreement (collectively referred to as a "Compensation Agreement") with the Seller under which the Seller agrees to pay to Seller's Brokerage a real estate brokerage fee ("Brokerage Fee") upon the closing of the sale of the Property. One portion of the Brokerage Fee (the "Seller's Agent Commission") will be retained by the Seller's Brokerage at Closing. The other portion of the Brokerage Fee (the "Buyer's Agent Commission") will be paid to the Buyer's Brokerage at Closing as provided in Section 3 below.

3. Agreement to Share Brokerage Fee. In the event the Buyer and the Seller reach a written agreement with each other for the purchase and sale of the Property, then: (a) subject to the Closing of that transaction (as defined in the purchase agreement between the Buyer and the Seller); and (b) payment of the Brokerage Fee as required under the Compensation Agreement, the Seller's Brokerage agrees to pay to the Buyer's Brokerage a Buyer's Agent Commission ("BAC") equal to \$_____ or _____ percent (____ %) of the Purchase Price for the Property as shown on the final Settlement Statements signed at Closing. The BAC shall be due at Closing. Any concessions made by the Seller's Brokerage relating to the Seller's Agent Commission shall not, unless otherwise agreed to in writing by the Buyer's Brokerage, relieve Seller's Brokerage of the obligation to pay the total BAC as provided above.

IN WITNESS WHEREOF, the undersigned do hereby agree to the terms set forth above as evidenced by their signatures below.

Seller's Brokerage

Buyer's Brokerage

By: _____
(Principal or Branch Broker)

By: _____
(Principal or Branch Broker)

By: _____
(Seller's Agent)

By: _____
(Buyer's Agent)

This form is COPYRIGHTED by THE PARK CITY BOARD OF REALTORS® for use solely by its members. Any unauthorized use, modification, copying or distribution without written consent is prohibited.

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DESIRE SPECIFIC LEGAL OR TAX ADVICE, YOU ARE ADVISED TO CONSULT AN ATTORNEY OR TAX ADVISOR.