



## COMPENSATION AGREEMENT BETWEEN BROKERS

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
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### 1. PARTIES: The parties to this Agreement are:

Listing/Principal Broker: \_\_\_\_\_  
 Full Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ E-Mail/Fax: \_\_\_\_\_  
 Cooperating Broker: \_\_\_\_\_  
 Full Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ E-Mail/Fax: \_\_\_\_\_

### 2. PROPERTY: "Property" means the following real property in Texas, together with all its improvements and fixtures:

Full Address or Description: \_\_\_\_\_  
☐ or as described in an attached exhibit.

### 3. REGISTRATION: Cooperating Broker registers \_\_\_\_\_ (Client) with Listing/Principal Broker. Listing/Principal Broker represents the owner of the Property (Owner), and Cooperating Broker represents Client.

### 4. TERM: This Agreement begins on \_\_\_\_\_ and ends at 11:59 pm on \_\_\_\_\_.

### 5. COOPERATING BROKER'S FEES:

- A. Fees: When Earned and Payable, Listing/Principal Broker will pay Cooperating Broker (*complete all that apply*):  
 (1) (Sale) \_\_\_\_\_ % of the sales price or a flat fee of \$ \_\_\_\_\_.  
 (2) (Lease) \_\_\_\_\_ % of one full month's rent Client is obligated to pay under the lease or \$ \_\_\_\_\_.  
 (3) \_\_\_\_\_.
- B. Earned and Payable: Cooperating Broker's fees are Earned when Client enters into a binding agreement during the Term to buy or lease all or part of the Property at any price. Cooperating Broker's fees are Payable (i) if Cooperating Broker is the procuring cause of the sale or lease and (ii) when a lease is executed or when a sale closes, either during the Term or after it ends. Listing/Principal Broker is not obligated to pay Cooperating Broker any fee if, through no fault of the Listing/Principal Broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the Listing/Principal Broker to collect its fee under the separate agreement with Owner. **Any escrow or closing agent is authorized to pay Cooperating Broker's fee from Listing/Principal Broker's fee at closing.**
- C. Related Parties: If a related party of Client agrees to purchase or lease all or part of the Property during the Term, Cooperating Broker will be entitled to all compensation under this Agreement as if Client had acquired the Property. "Related party" means any assignee of Client, any family member or relation of Client, any officer, director, or partner of Client, any entity owned or controlled by Client, in whole or part, and any entity that owns or controls Client, in whole or part.

### 6. ENTIRE AGREEMENT: 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.

Listing/Principal Broker's Printed Name License No.

Cooperating Broker's Printed Name License No.

Listing/Principal Broker's Signature Date  
☐ or Broker's Associate)

Cooperating Broker's Signature Date  
☐ or Broker's Associate)

Listing/Principal Broker's Associate's Printed Name License No.

Cooperating Broker's Associate's Printed Name License No.