



**SELLER PAYMENT (CONCESSION)
FOR BUYER'S BROKER'S COMPENSATION**
(C.A.R. Form SPBB, Revised 7/24)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☐ Other _____, dated 08/10/2024, ("Agreement")
on property known as 2361 Eastlake Dr, Kelseyville, CA 95451 ("Property")
in which _____ is referred to as "Buyer",
and Gail Dyne is referred to as "Seller".
and _____ is referred to as "Buyer's Broker"
and Timothy Toye & Associates is referred to as "Seller's Broker."

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker(s) (real estate commissions include all compensation and fees to Broker).

1. SELLER PAYMENT TO BUYER'S BROKER:

- A. AMOUNT:** Subject to **paragraph 1B** below, Seller agrees to pay Buyer's Broker 3.000 % of the purchase price AND, if any, _____ OR, if checked ☐ \$ _____ out of the transaction proceeds.
- B. MAXIMUM SELLER PAYMENT OBLIGATION:** Seller shall only be obligated to pay Buyer's Broker the lesser of: (i) the amount specified in **paragraph 1A**, or (ii) the amount Buyer is obligated to pay Buyer's Broker pursuant to their Buyer Representation Agreement, and if applicable less any amount that others have agreed to pay Buyer's Broker.
If there is no Buyer Representation Agreement, then Seller has no obligation to pay Buyer's Broker.

- 2. BUYER REPRESENTATION REGARDING COMPENSATION:** Buyer represents that, as of the date signed by Buyer below, Buyer has a signed representation with Buyer's Broker and the amount specified in **paragraph 1A** is no more than the amount Buyer is obligated to pay Buyer's Broker pursuant to that Buyer Representation Agreement, and if applicable less any amount that others have agreed to pay Buyer's Broker.
- 3. DELIVERY OF BUYER REPRESENTATION AGREEMENT:** Buyer authorizes Buyer's Broker and, if applicable, escrow holder, upon request, to deliver to Seller or Seller's Broker a copy of the portion of the Buyer Representation Agreement identifying the compensation Buyer has agreed to pay Buyer's Broker, such as the last page of C.A.R. Form BRBC.
- 4. THIRD PARTY BENEFICIARY:** Seller acknowledges and agrees that Buyer's Broker is a third-party beneficiary of this agreement and may pursue Seller for failure to pay the amount specified in this document.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept, and have received a Copy of this Seller Payment (Concession) for Buyer's Broker's Compensation.

Buyer _____ Date _____
Buyer _____ Date _____
Seller Gail Dyne Date _____
Seller _____ Date _____

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