

INSTRUCTIONS TO CLOSING ATTORNEY

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RE: Purchase and Sale Agreement between _____ ("Buyer") and _____ ("Seller") dated _____ for Property located at _____.

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Buyer's Broker and Seller's Broker hereby confirm the compensation for professional brokerage services ("Compensation") to which they will be entitled upon the Closing of the above-referenced transaction and direct the Closing Attorney to pay these amounts at Closing from the sales proceeds.

1. **Compensation Paid by Seller to Seller's Broker.** The Compensation paid by Seller to Seller's Broker in this transaction shall be as set forth below: *[The boxes not checked shall not be part of this Agreement.]*

- ☐ _____ percent (____%) of the purchase price;
- ☐ \$ _____;
- ☐ (other) _____.

2. **Compensation Shared by Seller's Broker with Buyer's Broker.** Such Compensation is a portion of the Compensation paid by Seller to Seller's Broker above. The Compensation paid by Seller's Broker to Buyer's Broker in this transaction shall be as set forth below: *[The boxes not checked shall not be part of this Agreement.]*

- ☐ _____ percent (____%) of the purchase price;
- ☐ \$ _____;
- ☐ (other) _____.

3. **Compensation Paid by Seller to Buyer's Broker.** The Compensation to be paid by the Seller to Buyer's Broker in this transaction shall be as set forth below: *[The boxes not checked shall not be part of this Agreement.]*

- ☐ _____ percent (____%) of the purchase price;
- ☐ \$ _____;
- ☐ (other) _____.

4. **Compensation Paid by Buyer to Buyer's Broker.** The Compensation paid by Buyer to Buyer's Broker in this transaction shall be as set forth below: *[The boxes not checked shall not be part of this Agreement.]*

- ☐ _____ percent (____%) of the purchase price;
- ☐ \$ _____;
- ☐ (other) _____.

5. **General Provisions Applicable to This Agreement.**

- A. Neither Broker shall have a claim for Compensation against the other Broker in the event the Closing does not occur.
- B. Notwithstanding the above, signing this Agreement shall not, unless otherwise specifically provided for herein, waive or limit the right of the Buyer's Broker or Seller's Broker to challenge, after the Closing, either the entitlement to, or the amount of any commission paid or not paid hereunder, or to assert any claim or seek arbitration regarding the same.
- C. The Closing Attorney is directed to show the above-referenced Compensation on the settlement statement and to collect the same as pre-condition to the parties closing on the purchase and sale of real property, so long as the same is permitted by the Buyer's mortgage lender, if any.
- D. For purposes herein, the use of the term "Broker" shall include Broker's affiliated licensees.
- E. If a licensee signs this Instructions to Closing Attorney form on behalf of a Broker, such licensee warrants that they have the authority to sign on behalf of and bind their Broker.

6. Further Directions to Closing Attorney.

The Seller's Broker and the Buyer's Broker hereby direct the Closing Attorney to disclose on the settlement statement for the above-referenced transaction the following referral fees and/or rebates they will be paying at the Closing of said transaction.

A. Seller's Broker. Amount of Fees and/or Rebates being paid by Seller's Broker shall be set forth below: *[The boxes not checked shall not be part of this Agreement.]*

- ☐ _____ percent (_____%) of the purchase price;
☐ \$ _____;
☐ (other) _____.

Person or Entity to Whom Fees and/or Rebates are being Paid: _____

B. Buyer's Broker. Amount of Fees and/or Rebates being paid by Buyer's Broker shall be set forth below: *[The boxes not checked shall not be part of this Agreement.]*

- ☐ _____ percent (_____%) of the purchase price;
☐ \$ _____;
☐ (other) _____.

Person or Entity to Whom Fees and/or Rebates are being Paid: _____

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any preceding paragraph or any exhibit or addendum hereto shall control:

☐ Additional Special Stipulations (F246) are attached.

Buyer Brokerage Firm

Broker/Affiliated Licensee Signature

Date

Broker's Phone#

Broker's FAX#

REALTOR® Membership

If Buyer is paying Buyer's Broker's Compensation as referenced in Section 4, Buyer hereby signs this Agreement to reflect Buyer's consent to payment of Compensation to be made by Buyer to the Buyer's Broker.

Buyer's Signature

Date

Buyer's Signature

Date

☐ Additional Signature Page (F267) is attached.

Seller Brokerage Firm

Broker/Affiliated Licensee Signature

Date

Broker's Phone#

Broker's FAX#

REALTOR® Membership

If Seller is paying Buyer's Broker's Compensation as referenced in Section 3, Seller hereby signs this Agreement to reflect Seller's consent to payment of Compensation to be made by Seller directly to the Buyer's Broker.

Seller's Signature

Date

Seller's Signature

Date

☐ Additional Signature Page (F267) is attached.