



FEE SHARING AGREEMENT

Buyer's Broker Compensation

Prepared by: Agent _____
Broker _____

Phone _____
Email _____

NOTE: For use by a broker who locates or represents a buyer of real estate, where receipt of their compensation depends on sharing the fee due the seller's broker under a seller's listing agreement.

DATE: _____, 20____, at _____, California.

Items left blank or unchecked are not applicable.

1. FACTS:

- 1.1 Seller's Broker is authorized to share fees paid by Seller under an Exclusive Right to Sell Listing Agreement [See ft Form 102],
- 1.2 entered into by _____, as the Seller, and
- 1.3 _____, as the Seller's Broker,
- 1.4 regarding Seller's sale, exchange, option or lease of property referred to as:
 - a. Real estate: _____.
 - b. Personal property: See Inventory Attached [See ft Form 256], or _____.

2. ADDENDA to this agreement include:

- 2.1 Condition of Property Disclosure — Transfer Disclosure Statement (TDS) [See ft Form 304]
- 2.2 Home/Property Inspection Report
- 2.3 Natural Hazard Disclosure Statement [See ft Form 314]
- 2.4 Lead-Based Paint Disclosure [See ft Form 313 or 557]
- 2.5 Structural pest control report
- 2.6 Ordinance Compliance — Local Option Disclosure [See ft Form 307]
- 2.7 Property's Title Profile
- 2.8 Annual Property Operating Data Sheet (APOD) [See ft Form 352]
- 2.9 Rental Income Rent Roll [See ft Form 325]
- 2.10 Appraisal dated _____, 20_____.
- 2.11 Homeowners' Association (HOA/CID) documents [See ft Form 135]
- 2.12 Confidentiality Agreement [See ft Form 257]
- 2.13 _____
- 2.14 _____

3. AGREEMENT:

- 3.1 This agreement is effective for the duration of the referenced listing agreement held by the Seller's Broker.
- 3.2 Seller's Broker will deliver to Buyer's Broker property information known to Seller's Broker which might reasonably affect decisions of Buyer's Broker or their prospective buyers regarding the purchase of the property.
- 3.3 Seller's Broker agrees Buyer's Broker has earned a fee equal to _____% of the purchase price, or _____% of fees paid by Seller, IF [See ft Form 524]:
 - a. During the period of this agreement, a prospective buyer, exchanger, lessee or optionee located and identified as a client by Buyer's Broker under §4 below, contracts with Seller to acquire an interest in the property.
 - b. Within one year, or _____ months, after termination of the listing agreement, Seller commences negotiations which later result in a sale, exchange, lease or option with a client identified by Buyer's Broker during the period of this agreement.

- 3.4 Buyer's Broker's fee earned under §3.3 is to be paid on closing of a sale:
 - a. by escrow from funds accruing to Seller;
 - b. by escrow from fees held for the account of Seller's Broker; or
 - c. by Seller's Broker. Buyer's Broker's tax identification or social security number is _____.

4. CLIENT IDENTIFICATION:

4.1 The following named clients have retained Buyer's Broker to locate property similar to Seller's, and each has been or will be presented with information about the property for the purpose of analysis for acquisition:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____

4.2 Any clients who later retain Buyer's Broker to locate similar property shall be identified by written notice to Seller's Broker naming each client within 10 days after Buyer's Broker first exposes the client to the property.

4.3 Seller's Broker shall notify Seller of the identity of Buyer's Broker's clients as required by the safety clause in Seller's listing agreement on its expiration. [See **ft** Form 122]

5. GENERAL PROVISIONS:

- 5.1 Both Brokers are real estate brokers licensed in their respective states.
- 5.2 Brokers are authorized by their clients to share brokerage fees.
- 5.3 Seller's Broker agrees to enforce collection of any brokerage fees which are the subject of this agreement and were earned under Seller's listing agreement.
- 5.4 Before any party to this agreement files an action on a dispute arising out of this agreement which remains unresolved after 30 days of informal negotiations, the parties agree to enter into non-binding mediation administered by a neutral dispute resolution organization and undertake a good faith effort during mediation to settle the dispute.
- 5.5 The prevailing party in any action on a dispute shall be entitled to attorney fees and costs, unless they file an action without first offering to enter into mediation to resolve the dispute.

5.6 _____

I agree to the terms stated above.

Date: _____, 20____

Buyer's Broker: _____ BRE#: _____

By: _____

Address: _____

Phone: _____ Cell: _____

Fax: _____

Email: _____

I agree to the terms stated above.

Date: _____, 20____

Seller's Broker: _____ BRE#: _____

By: _____

Address: _____

Phone: _____ Cell: _____

Fax: _____

Email: _____