

**BROKER COMPENSATION AGREEMENT**

\_\_\_\_\_ ("Listing Broker") acting through \_\_\_\_\_ ("Listing Agent") represents \_\_\_\_\_ ("Seller") and \_\_\_\_\_ ("Buyer Broker") acting through \_\_\_\_\_ ("Buyer Agent") represents \_\_\_\_\_ ("Buyer") as a potential buyer or tenant of the property located at \_\_\_\_\_ (the "Property"). Listing Broker agrees to compensate Buyer Broker as set forth below in accordance with the terms of this Broker Compensation Agreement (the "Agreement").

1. **TERM:** This Agreement shall become effective only if Buyer and Seller enter into a purchase contract or lease for the Property (the "Contract") on or before 11:59 P.M. on \_\_\_\_\_, 202\_\_\_\_ [ENTER CALENDAR DATE] of the date of last execution of this Agreement. This Agreement shall terminate if the Contract is terminated prior to the closing of the transaction described therein (the "Closing"), as the closing date described in the Contract may be amended or extended from time to time.
2. **COMPENSATION:** Listing Broker agrees to pay Buyer Broker either (i) \_\_\_\_\_% of the gross purchase price of the Property or the gross rental amount as calculated for the entire term of the initial lease as applicable, OR, (ii) \$ \_\_\_\_\_ (the "Compensation"). The Compensation is payable to Buyer Broker at the time of Closing.
3. **PRIOR OFFERS OF COMPENSATION VOID:** By entering into this Agreement, the undersigned acknowledge and agree that any offers of compensation offered by Listing Broker and accepted by Buyer Broker prior to the execution of this Agreement, including but not limited to any offers of compensation previously communicated by either party via the Greater Alabama Multiple Listing Service, are hereby void and of no force or effect.
4. **AUTHORIZATION:** The undersigned Listing Agent represents and warrants to Buyer Broker that Listing Agent has the full right, power, capacity and authority to execute this Agreement on behalf of Listing Broker and bind Listing Broker by signing this Agreement.
5. **DISPUTE RESOLUTION:** In the event of a dispute arising out of this Agreement, Listing Broker and Buyer Broker hereby agree to arbitrate the matter pursuant to the most recent version of the Code of Ethics and Arbitration Manual published by the National Association of REALTORS®. Judgement on the award rendered by the arbitration panel may be entered in any court of competent jurisdiction.
6. **GOVERNING LAW; VENUE:** The laws of the state of Alabama shall govern this Agreement and its interpretation. Any action to enforce or interpret this Agreement shall have venue in the County in Alabama where the Property is located and the parties hereby submit to personal jurisdiction in that venue.
7. **COUNTERPARTS:** This Agreement may be executed and delivered by any party hereto by counterparts or by any lawfully binding electronic signature platform. Such counterparts and electronic signatures shall be binding.

*This Agreement and any other attached addendum or exhibits, are intended to be the legal and binding contract of all parties. This Agreement may not be modified or amended except by writing, which writing must be signed by both parties.*

\_\_\_\_\_  
Listing Broker (Print Company Name)

\_\_\_\_\_  
Listing Agent Date

\_\_\_\_\_  
Buyer Broker (*Print Company Name*)

\_\_\_\_\_  
Buyer Agent

\_\_\_\_\_  
Date

DRAFT