



# COMPENSATION AGREEMENT (FOR SALE BY OWNER)



THE PRINTED PORTION OF THIS CONTRACT HAS BEEN APPROVED BY THE ARIZONA ASSOCIATION OF REALTORS®. THIS IS INTENDED TO BE A BINDING CONTRACT. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. IF YOU DESIRE LEGAL, TAX OR OTHER PROFESSIONAL ADVICE, CONSULT YOUR ATTORNEY, TAX ADVISOR OR PROFESSIONAL CONSULTANT.

1. This Agreement is entered into between \_\_\_\_\_ (“Seller”);
2. and \_\_\_\_\_ (“Broker”).
3. This Agreement commences on \_\_\_\_\_, 19\_\_\_\_, and expires at midnight on \_\_\_\_\_, 19\_\_\_\_.
4. Seller is the owner of property commonly known as:
5. \_\_\_\_\_
6. (the “Property”), and Seller warrants that Seller has the legal capacity, full power and authority to enter into this
7. Agreement and consummate the transaction contemplated hereby on Seller's own behalf or on behalf of the party
8. Seller represents, as appropriate. Seller is offering the Property for sale without the assistance of any real estate
9. broker. Broker represents \_\_\_\_\_ (“Buyer”) who may be
10. interested in purchasing the Property.

## COMPENSATION

11. If Seller enters into a contract to purchase, exchange, option or lease the Property to Buyer during the term of this
12. Agreement or within \_\_\_\_\_ calendar days after termination of this agreement, Seller agrees to pay Broker compen-
13. sation in the amount equal to \_\_\_\_\_% of the sales price or \$\_\_\_\_\_. Broker's compensation shall
14. be paid at the time of and as a condition of closing.
15. COMMISSIONS PAYABLE FOR THE SALE, EXCHANGE, LEASE OR OPTION OF PROPERTY ARE NOT SET
16. BY ANY BOARD OR ASSOCIATION OF REALTORS® OR MULTIPLE LISTING SERVICE OR IN ANY MANNER
17. OTHER THAN AS NEGOTIATED BETWEEN BROKER AND SELLER.

## BUYER AGENCY

18. This Agreement is a Compensation Agreement only. Seller acknowledges that the Broker is acting solely as
19. BUYER'S AGENT and Broker is NOT representing Seller in regard to the Property. As agent of the Buyer, Broker
20. owes fiduciary duties to the Buyer of loyalty, obedience, disclosure, confidentiality and accounting in dealings with
21. the Buyer. These duties require that all information given to the Broker by Seller regarding this transaction must be
22. disclosed to Buyer. In addition, the Broker owes all parties in a transaction diligent exercise of reasonable skill and
23. care in the performance of the Broker's duties and a duty of honest and fair dealing and a duty to disclose all facts
24. known to the Broker which materially and adversely affect the consideration to be paid for the property.

## MEDIATION

25. Any dispute or claim in law or equity arising out of this Agreement shall be submitted to mediation. Costs of the
26. mediation shall be split equally between Seller and Broker.

## ACCEPTANCE

27. Seller hereby agrees to all of the terms and conditions herein and acknowledges receipt of a copy of this
28. Agreement.

<p>29. _____  <small>Seller</small> <span style="float: right;"><small>MO-DA-YR</small></span></p>	<p>_____ <small>Firm Name</small></p>
<p>30. _____  <small>Seller</small> <span style="float: right;"><small>MO-DA-YR</small></span></p>	<p>_____ <small>Buyer's Agent</small> <span style="float: right;"><small>MO-DA-YR</small></span></p>
<p>31. _____  <small>Address</small></p>	<p>_____ <small>Address</small></p>
<p>32. _____  <small>City, State, Zip Code</small></p>	<p>_____ <small>City, State, Zip Code</small></p>
<p>33. ( _____ ) _____  <small>Telephone</small></p>	<p>( _____ ) _____  <small>Telephone</small></p>

<b>For Broker Use Only:</b> Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____ <div style="text-align: right;"><small>MO/DA/YR</small></div>
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