

Real Estate Agent Commission Agreement (Template)

This Real Estate Commission Agreement Template (hereinafter referred to as the "Agreement") is made and entered into as of the ____ day of _____, 20 (the "Effective Date"), by and between:

1. _____ (Name of Property Owner)
(hereinafter referred to as the "Owner") whose principal address is _____.

2. _____ (Name of Real Estate Agent/Broker/Company)
(hereinafter referred to as the "Agent") whose principal address is _____.

The Owner and Agent may collectively be referred to as the "Parties" or individually as a "Party."

1. Purpose

The purpose of this agreement is to outline the terms and conditions under which the Agent will provide real estate services on behalf of the Owner for the sale, lease, or purchase of property.

2. Property

The property subject to this Agreement is described as follows (the "Property"):
Address:

City, State, ZIP Code:

Other Details/Description of Property (if applicable):

_____.

3. Non-Exclusive Agreement

This Agreement constitutes a non-exclusive agreement, meaning the Owner retains the right to enter into commission agreements with other real estate agents or brokers in connection with the Property.

4. Services and Obligations

The Agent agrees to perform real estate services and assist in the marketing , negotiation, and transaction of the Property, including but not limited to the following responsibilities:

- Listing and advertising the Property
- Preparing and presenting offers
- Facilitating negotiations on behalf of the Owner
- Managing contract documents related to such sale.

The Owner agrees to fully cooperate with the Agent and provide accurate information about the Property.

5. Commission Structure

The Parties agree on the following commission structure (the "Commission"):
% (percentage of final sale price or lease value) or \$_____ (flat rate), to be paid to the Agent upon the successful completion of a sale, lease, or purchase.

The specific commission rate shall apply to total revenue generated from any transaction relating to the Property.

Commission Split (if applicable)

If there is another party, company, or organization involved, the commission split will be as follows:

____% to the Agent and ____% to

(Name of Other Organization, Broker, or Person).

6. Payment Terms

The Owner agrees to pay the Commission in cash or via wire transfer upon the completion of a sale, lease, or other transaction. Payment shall be made no later than ____ business days after the transaction closes.

7. Entire Agreement

This Agreement constitutes the entire agreement between the Parties regarding the Property and supersedes all prior agreements, representations, and understandings. Any modifications to this Agreement shall be made in writing and signed by both Parties.

8. Term and Termination

This Agreement shall remain effective for a period of _____ months from the Effective Date or until the sale, lease, or purchase of the Property is completed, whichever occurs first.

Either Party may terminate this Agreement prior to the expiration of the period by providing _____ days' written notice to the other Party.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____.

10. Confidentiality and Disclosure

The Agent agrees to disclose all material facts regarding the Property to potential buyers and to comply with all applicable laws. Both Parties agree to maintain confidentiality regarding the terms of this Agreement, except where disclosure is required by law or necessary to complete the transaction.

11. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Owner

Name (Printed): _____

Signature: _____

Date: _____

Agent/Broker

Name (Printed): _____

Signature: _____

Date: _____

Witness (if applicable)

Name (Printed): _____

Signature: _____

Date: _____

This commission contract is designed as an example. Users should consult a qualified contract professional for compliance with local laws prior to use.

Disclaimer

This Real Estate Commission Agreement template is provided for informational purposes only and is not a legal document. It does not constitute legal advice and should not be relied upon as a substitute for consulting a qualified legal or contract professional.

You are strongly encouraged to seek advice from a licensed attorney or contract professional to ensure that this template complies with local laws and regulations relevant to your specific situation.

By using this template, you acknowledge and agree that you assume all responsibility for its application and any outcomes resulting from its use. The creator is not liable for any errors, omissions, or legal consequences arising from the use of this template.

Always consult a legal professional before entering into any legal agreement.