

Compensation Agreement – Owner/Listing Broker to Tenant’s Broker



1. PARTIES

This Owner/Listing Broker to Tenant’s Broker Compensation Agreement is between: (CHECK ONE)

- Owner _____ (“Owner”); or
- Listing Broker: _____ (“Listing Broker”)

and

Tenant’s Broker: _____ (“Tenant’s Broker”)

2. PROPERTY

Property Address: _____
(insert address)

_____ (“Property”) listed by

_____ (“Listing Broker”).

3. TERM

This Compensation Agreement takes effect when a fully executed copy has been delivered to all parties to this Agreement and will remain in effect for _____ (if left blank, then 30) days (“Term”). In no event shall the Term extend past the termination date of Listing Broker’s current listing of the Property, including any extensions or effective protection periods.

4. BROKER COMPENSATION

If Tenant’s Broker represents the interests of the tenant and that tenant executes a lease of Property during the Term, Owner/Listing Broker will compensate them as stated below at time when Tenant executes a lease with Owner.

Owner/Listing Broker agrees to compensate Tenant’s Broker (CHECK ONE):

- \$ _____ or _____% of ___ month’s rent (select only one); or
 - \$ _____ or _____% plus \$ _____ (select only one) of the gross lease value.
- Compensation for all other types of acquisition, see Other Terms.

Broker’s commissions are not set by law and are fully negotiable.

Other terms: _____

Owner (_____) (_____) and Broker or Authorized Associate (_____) acknowledge receipt of a copy of this page, which is Page 1 of 2.

The Parties acknowledge this form should not be used to share offers of compensation to tenant brokers or other tenant representatives via any field in the Multiple Listing Service.

Owner acknowledges that compensation paid to Tenant's Broker is for services Tenant's Broker provided to tenant.

5. DISPUTE RESOLUTION

All controversies, claims, and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be settled by first attempting mediation with a mediator agreed upon by the parties. If litigation arises out of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and costs.

6. MISC. CLAUSES

This Agreement will be construed under Florida law. Electronic signatures will be acceptable and binding. No prior verbal agreements or representations regarding these terms shall be binding on Broker or Owner unless included in this Agreement.

Owner/Listing Broker

Owner/ Listing Broker

Owner's/Listing Broker's or Authorized Associate
Signature

Owner's/Listing Broker's or Authorized Associate
Signature

Date: _____

Date: _____

Tenant's Broker

Broker or Authorized Associate

Date: _____

Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

Owner (____) (____) and Broker or Authorized Associate (____) acknowledge receipt of a copy of this page, which is Page 2 of 2.

The Parties acknowledge this form should not be used to share offers of compensation to tenant brokers or other tenant representatives via any field in the Multiple Listing Service.