

# Compensation Agreement – Landlord's Broker to Tenant's Broker



## 1. PARTIES

Landlords Broker: \_\_\_\_\_ ("Listing's Broker"))

Tenant's Broker: \_\_\_\_\_ ("Cooperating's Broker")

## 2. PROPERTY

Property Address: \_\_\_\_\_

(insert address)

\_\_\_\_\_ ("Property").

## 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 Landlord's Broker's current listing of the Property, including any extensions or effective protection periods; except that, upon full execution of a rental lease contract by a tenant of the Property procured by the Tenant's Broker, the Term will automatically extend through the date of the actual rental of property.

## 4 TENANT'S BROKER COMPENSATION

LANDLORD's Broker will compensate TENANT's Broker as stated below at rental of property

IF Broker is the procuring cause of the RENTAL of Property during the Term.

Seller's Broker agrees to compensate Buyer's Broker (CHECK ONE):

☐ \$ \_\_\_\_\_ (flat fee)

☐ \_\_\_\_\_ % of the gross rental price \_\_\_\_\_

☐ other (specify): \_\_\_\_\_

Other terms: \_\_\_\_\_

Landlord's Broker (\_\_\_\_\_) and Tenant's Broker (\_\_\_\_\_) 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 tenants brokers or other tenant representatives via any field in the Multiple Listing Service.*

## 5. ARBITRATION

By initialing in the space provided, **LANDLORD's Broker or Authorized Associate** (\_\_\_\_) **TENANT's Broker or Authorized Associate** (\_\_\_\_) agree that any unresolvable dispute between LANDLORD's Broker and TENANTS's Broker will be submitted to binding arbitration by mutual agreeable arbitrator in accordance with the rules of the American Arbitration Association, or, if applicable, the most recent version of the National Association of Realtors Code of Ethics and Arbitration Manual.

## 6. MISC. CLAUSES

This Agreement will be construed under Florida law. This Agreement represents the entire agreement and understanding between the parties as to the subject matter herein and supersedes all prior or contemporaneous agreements whether written or oral. No waiver, alteration, or modification of any of the provisions of this Agreement will be binding unless in writing and signed by the parties hereto. Electronic signatures will be acceptable and binding.

**Landlord's commissions are not set by law and are fully negotiable..** In no event will Tenant's Broker's compensation exceed the amount of compensation in Tenant's Broker's separate written agreement with Tenant.

Landlord's Broker

Tenant's Broker

\_\_\_\_\_  
Broker or Authorized Associate

\_\_\_\_\_  
Broker or Authorized Associate

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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