

INSTRUCTIONS TO CLOSING ATTORNEY



For Commission from Seller to Listing Broker & Listing Broker to Selling Broker
For Commission Rebates, etc. - Page 2

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RE: Purchase and Sale Agreement between _____ (“Buyer”) and _____ (“Seller”) dated _____

for Property located at _____.

For and in consideration of Ten Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Listing Broker and Selling Broker hereby confirm the real estate commissions to which they will be entitled upon the closing of the above-referenced transaction and direct the closing attorney to pay these amounts at closing from the sales proceeds.

1. Commissions Paid By Seller.

A. The total real estate commission to be paid by the Seller in this transaction is set forth below (“Sellers Total Commission”):

_____ % of the purchase price;
\$ _____ **This Percentage or Amount in A MUST be LARGER than % or Amount in B or else Listing Broker gets \$0** _____ (other)

B. The Listing Broker agrees to share this commission with the Selling Broker by paying the Selling Broker the following:

_____ % of the purchase price;
\$ _____ (other)

2. Commissions Paid By Buyer. **As agreed in Buyer Brokerage Agreement**

A. In addition to the Seller’s Total Commission, the real estate commission to be paid by the Buyer in this transaction is set forth below (“Buyer’s Total Commission”):

_____ % of the purchase price;
\$ _____ (other)

B. The Selling Broker agrees to share this commission with the Listing Broker by paying the Listing Broker the following:

_____ % of the purchase price;
\$ _____ (other)

3. General.

A. Neither Broker shall have a claim for a commission against the other Broker in the event the closing does not occur.

B. Notwithstanding the above, signing this Agreement shall not, unless otherwise specifically provided for herein, waive or limit the right of the Selling Broker or Listing Broker to challenge, after the closing, either the entitlement to, or the amount of any commission paid or not paid hereunder, or to assert any claim or seek arbitration regarding the same.

4. Further Directions to Closing Attorney.

The Listing Broker, the Selling Broker and their respective affiliated licensees hereby direct the closing attorney to disclose on the settlement statement for the above-referenced transaction the following referral fees and rebates they have or will be paid or have received or will receive in said transaction.

A. Listing Broker.

Fees and Rebates:

Service for Which Fee or Rebate is Being:

Paid By Listing Broker or Affiliated Licensees of Listing Broker <u>[Identify Amount Paid and To Whom]:</u> _____ _____	Paid i.e. "Commission Rebate" _____ _____
Received By Listing Broker or Affiliated Licensees of Listing Broker Other Than for Real Estate Commission <u>[Identify Amount Received and By Whom]:</u> _____ _____	Received i.e. "Commission Rebate" _____ _____

B. Selling Broker.

Fees and Rebates:

Service for Which Fee or Rebate is Being:

Paid By Selling Broker or Affiliated Licensees of Selling Broker <u>[Identify Amount Paid and To Whom]:</u> _____ _____	Paid _____ _____
Received by Selling Broker or Affiliated Licensees of Selling Broker Other Than Real Estate Commission <u>[Identify Amount Received and By Whom]:</u> _____ _____	Received _____ _____

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any preceding paragraph or any exhibit or addendum hereto shall control:

Additional Special Stipulations are attached.

Selling Brokerage Firm

Listing Brokerage Firm

Broker/Affiliated Licensee Signature Date

Broker/Affiliated Licensee Signature Date

Broker's Phone#

Broker's Phone#

Broker's FAX#

Broker's FAX#

REALTOR® Membership

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