

INSTRUCTIONS TO CLOSING ATTORNEY



2022 Printing

RE: Purchase and Sale Agreement between _____ ("Buyer") and _____ ("Seller") dated _____ for Property located at _____.

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Buyer's Broker and Seller's 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;
\$ _____;
_____ (other)

B. The Seller's Broker agrees to share this commission with the Buyer's Broker by paying the Buyer's Broker the following:

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

2. Commissions Paid By Buyer.

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 Buyer's Broker agrees to share this commission with the Seller's Broker by paying the Seller's 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 Buyer's Broker or Seller's 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.

C. The closing attorney is directed to show the above-referenced commissions on the settlement statement and to collect the same as pre-condition to the parties closing on the purchase and sale of real property, so long as the same is permitted by the Buyer's mortgage lender, if any.

NEW Section C - 5/1/22

4. Further Directions to Closing Attorney.

The Seller's Broker, the Buyer's 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. Seller's Broker.

<i>Fees and Rebates:</i>	<i>Service for Which Fee or Rebate is Being:</i>
Paid By Seller's Broker or Affiliated Licensees of Seller's Broker <i>[Identify Amount Paid and To Whom]:</i> _____ _____	Paid _____ _____ _____
Received By Seller's Broker or Affiliated Licensees of Seller's Broker Other Than for Real Estate Commission <i>[Identify Amount Received and By Whom]:</i> _____ _____	Received _____ _____ _____

B. Buyer's Broker.

<i>Fees and Rebates:</i>	<i>Service for Which Fee or Rebate is Being:</i>
Paid By Buyer's Broker or Affiliated Licensees of Buyer's Broker <i>[Identify Amount Paid and To Whom]:</i> _____ _____	Paid _____ _____ _____
Received by Buyer's Broker or Affiliated Licensees of Buyer's Broker Other Than Real Estate Commission <i>[Identify Amount Received and By Whom]:</i> _____ _____	Received _____ _____ _____

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

Additional Special Stipulations (F246) are attached.

Buyer Brokerage Firm

Seller 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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