

# UNREPRESENTED SELLER COMPENSATION AGREEMENT

*The printed portion of this contract has been approved by the Arizona Association of Realtors® ("AAR"). This is intended to be a binding contract. No representation is made as to the legal validity or adequacy of any provision or the tax consequences thereof. If you desire legal, tax or other professional advice, consult your attorney, tax advisor, insurance agent or professional consultant.*



1. This Agreement entered into between \_\_\_\_\_ ("Seller")
2. and \_\_\_\_\_ ("Broker").
3. This Agreement commences on \_\_\_\_\_, \_\_\_\_\_, and expires at 11:59 p.m. on \_\_\_\_\_, \_\_\_\_\_.
4. Seller is the owner of property commonly known as:
5. \_\_\_\_\_
6. (the "Property"), and Seller warrants that Seller has the legal capacity, full power and authority to enter into this Agreement and
7. consummate the transaction contemplated hereby on Seller's own behalf or on behalf of the party Seller represents, as
8. appropriate. Seller is offering the Property for sale without the assistance of any real estate broker. Broker represents
9. \_\_\_\_\_ ("Buyer") who may be interested in purchasing the Property.

## COMPENSATION

10. If Seller enters into a contract to purchase, exchange, option or lease the Property to Buyer during the term of this
11. Agreement or within \_\_\_\_\_ calendar days after termination of this agreement, Seller agrees to pay Broker compensation in the
12. amount equal to \_\_\_\_\_ % of the sales price or \$ \_\_\_\_\_. Broker's compensation shall be paid at the time of and as a
13. condition of closing.
14. COMMISSIONS PAYABLE FOR THE SALE, EXCHANGE, LEASE OR OPTION OF PROPERTY ARE NOT SET BY ANY
15. BOARD OR ASSOCIATION OF REALTORS® OR MULTIPLE LISTING SERVICE OR IN ANY MANNER OTHER THAN AS
16. NEGOTIATED BETWEEN BROKER AND SELLER.

## BUYER AGENCY

17. This Agreement is a Compensation Agreement only. Seller acknowledges that the Broker is acting solely as BUYER'S
18. AGENT and Broker is NOT representing Seller in regard to the Property. As agent of the Buyer, Broker owes fiduciary
19. duties to the Buyer of loyalty, obedience, disclosure, confidentiality and accounting in dealings with the Buyer. These duties
20. require that all information given to the Broker by Seller regarding this transaction must be disclosed to Buyer. In addition,
21. the Broker owes all parties in a transaction diligent exercise of reasonable skill and care in the performance of the Broker's
22. duties and a duty of honest and fair dealing and a duty to disclose all facts known to the Broker which materially and
23. adversely affect the consideration to be paid for the Property.

## MEDIATION

24. Any dispute or claim in law or equity arising out of this Agreement shall be submitted to mediation. Costs of the mediation
25. shall be split equally between Seller and Broker.

## ACCEPTANCE

26. Seller hereby agrees to all of the terms and conditions herein and acknowledges receipt of a copy of this Agreement.

27. \_\_\_\_\_  
Seller MO-DA-YR Firm Name
28. \_\_\_\_\_  
Seller MO-DA-YR Buyer's Agent
29. \_\_\_\_\_  
Address Address
30. \_\_\_\_\_  
City, State, Zip Code City, State, Zip Code
31. \_\_\_\_\_  
Telephone Telephone

<b>FOR BROKER USE ONLY:</b> Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____			
Mo-Da-Yr			