

Columbia Board of REALTORS®

NAR Settlement FAQ

This FAQ is purely for informational purposes.

Please consult with your Broker and/or Brokerage legal counsel for further guidance.



1. The settlement is set at 7 years, after that point in time can offers of compensation be shared in the MLS?

- At this time, it is expected that there will be no change. However, there is no way to predict what future developments may impact this issue.

2. Can members communicate offers of compensation via the MLS listserv?

- Participants/Subscribers **shall not** communicate offers of compensation or bonuses to cooperating brokers via the CBORMLS listserv.
- A violation will result in one warning, which will be put in electronic writing directly to offending member only. A second violation would be grounds for immediate suspension of posting abilities for two months.
- Although the E-Group is not a function of the CBOR MLS, the group administrator has been made aware of settlement provisions.
- Cannot link directly from the MLS to a Brokerage/agent website
- If you choose to place a link to a Brokerage/Agent website inside the MLS Private Remarks, that link **MUST NOT** take a user to a webpage that displays cooperating compensation.

3. How can a Selling Bonus be expressed to Buyer Brokers?

- Direct communication with brokers and agents or marketing outside of the MLS (i.e., signs, websites, flyers, social media, etc.)
- Note: Compensation to the Buyer's Broker cannot exceed the amount of compensation set forth in the brokerage service agreement with the Buyer.

4. What if the Compensation agreed upon in the Buyers Agency Agreement is less than the amount the Buyer Broker receives with the bonus from the Seller?

- Buyer's Brokers/Agents would need to communicate with their Buyer client and obtain approval for any alternative compensation over and above that agreed upon in the Buyers Brokerage Service Agreement.
- The Buyers Brokerage Service Agreement would need to be amended to match the amount of compensation to be received if above the amount originally agreed to between the Buyer and Buyer's Broker.

5. How does CBORMLS verify its Participants/Subscribers are executing written Buyers agreements before touring a property with a Buyer?

- CBOR maintains a complaint-driven policy (CBORMLS Policy 4.14) surrounding verification of written Buyer's agreements. Upon written or verbal request from the CBOR Staff, an MLS Participant/Subscriber must produce a copy of the written Buyer agreement to verify dates and signatures within 1 business day of the initial request. Failure to do so will result in a fine to be determined by the MLS Committee.
- Keep in mind, each MLS operates independently and maintains their own policies regarding verification of documentation.
- Please check with any MLS where you Participate/Subscribe for further guidance.
- Ultimately, Brokers need to ensure their affiliated licensees are complying with the requirements of the NAR Settlement and obtaining necessary written agreements prior to touring homes with a Buyer.

6. Will listing compensation fields still be visible in CBOR's Flex database?

- As per the NAR Settlement requirements, any compensation fields may no longer be communicated via an MLS database. As a result, all of CBOR's compensation fields will be removed entirely on August 9th, 2024.
- Additionally, historical compensation data will no longer be visible inside the CBOR FlexMLS system.

7. Will CBOR be adding any Sellers concession fields for listing entry?

- Some MLS's nationally have chosen to integrate new Listing "**Seller Concessions**" fields in light of the Settlement, while other MLS's have not chosen to do so.
- CBOR is not adding a Sellers Concession field at this time to listing entry.
- Participants/Subscribers should check with the MLS's where they Participate/Subscribe to verify how that MLS is handling communications of Seller Concessions on MLS Listings.

8. Can MLS Participants/Subscribers find ways to communicate offers of compensation via/inside the MLS in any manner?

- **NO.** All MLS Subscribers must adhere to the settlement requirements and the requirements of the MLS. Any communication of offers of compensation in the MLS (or via MLS services such as ShowingTime, MLS Listserv, Supra, etc) are strictly prohibited. Attempts to circumvent these restrictions will result in discipline as violations could subject both the MLS and its members to liability under the Settlement Agreement.
- CBOR Policies restrict this type of communication from and after August 9th, 2024.
- MLS Subscribers cannot communicate offers of compensation via any of the following inside the MLS after August 9th:
 - Remarks (Public or Private)
 - Documents Uploaded
 - Photos/Imagery
 - Virtual Tours/Videos

9. Is a listing Participant/Subscriber required to have a written buyer agreement signed when contacted by a Buyer for a showing of their own listing?

- No. If the MLS Participant/Subscriber is working as an Agent, Sub-agent of the Seller or a Transaction Broker assisting the Seller, the Participant/Subscriber is not working with the Buyer and a written agreement with Buyer is not required. Note, however, that the disclosure requirements under Missouri statutes and regulations remain in effect and the Seller's representative must disclose this status to the unrepresented Buyer in accordance with those rules.
- If the Buyer seeks representation by the Listing Broker, then that MLS Participant would need to enter into a written agreement with that Buyer, creating either a dual agency or a transaction brokerage relationship on behalf of both parties. Participants should consult with their Broker regarding such situations.
- Additionally, that Participant/Subscriber **would** need to enter into a written Buyer agreement if touring other listings with the Buyer that are not listed by that Participant/Subscriber. Participants should consult with their Broker regarding such situations.

10. In a Buyer Brokerage Service Agreement, can buyers and Buyer Brokers agree to a range of compensation or a minimum amount?

- **No.** Under the settlement, any compensation agreed to must be **objectively ascertainable** and not open-ended.
- NAR policy will not dictate the compensation agreed between buyers and buyer brokers (e.g., \$0, flat fee, percentage commission, or hourly rate).
- For example, the compensation cannot be described as follows: "buyer broker compensation shall be whatever amount the seller is offering to the buyer."

11. Can a listing agent have a flyer in a listing that expresses an offer of compensation to the buyer agent of a property?

- An MLS Participant/Subscriber **may not** upload property flyers to the MLS communicating offers of compensation. However, Participant/Subscribers can distribute flyers communicating offers of compensation at a property for which they have the listing.

12. Can a listing agent have a rider on a sign that expresses a Seller's offer of compensation?

- Yes; so long as the sign rider is not visible inside any MLS listing imagery.

13. If Seller is offering co-op compensation, can it be a different amount to different companies or agents?

- Seller's Broker's authority to offer cooperation and compensation must be agreed by the Seller client. Sellers should be advised of and agree to any exceptions or deviations. Care should also be taken to ensure that any exception or deviation cannot be construed as discriminating based on protected traits.

14. Can CBORMLS create a rule where all MLS Participants with Sellers who offer compensation must be offered unilaterally to other CBOR MLS Participants?

- No; this would be a violation of the NAR Settlement Agreement.

15. Does a co-brokerage agreement need to be signed for every transaction now?

- Not necessary for cooperation between brokers who are both members of the MLS.
- MSC-4020 "Cooperation Between Brokers" is an optional form.
- This form is typically used by brokers who are members of different MLS' and can still be used for this purpose.
- To the extent that a Buyer requests, and Seller agrees to provide a credit or funds to compensate the Buyer's Broker, the same should be memorialized on the Sale Contract. Again, it is important to remember that such compensation to the Buyer's Broker cannot exceed the amount of compensation agreed between Buyer and Buyer's Broker in their agreement.
- Effective 7/29/24, MR Form MSC-4025R "Compensation Agreement Rider" will become available and may be used to address amounts and sources of compensation. This Rider, unlike the sale contract form, includes the Brokers as parties and signatories (affiliated licensees may sign on behalf of their Brokers if so authorized in writing).

16. As an Office, should I send out a letter stating that we will continue to offer a percentage of our commission to everyone?

- Brokers could state it is their general practice to offer cooperating compensation, but the ability to do so will depend on approval from clients.
- For any such communication, it is recommended that the Broker consult with their legal counsel.

17. Can a Broker/Office decide not to pay a buyer's agent or is that the Seller's decision on the Listing?

- The Seller must approve any cooperation and compensation, or lack thereof, by agreement with the Broker. It is important to remember the Broker's fiduciary obligations to their clients.

18. Can buyers and buyer brokers rely on an offer of compensation that was on an MLS prior to the effective date of the MLS policy changes?

- If a sales contract is executed before the date on which the Participant's MLS implements the requirements of the Settlement (August 9 in the case of CBOR), the Buyer's Broker should be able to rely upon the offer of compensation even if closing occurs after the date of the policy change.
- But, if a sales contract is not executed before the date on which the Participant's MLS implements the requirements of the Settlement, the offer on an MLS will not be valid and buyers and buyer brokers may wish to protect themselves in writing with the listing broker or seller through a broker agreement or by addressing compensation in the sales contract or by using MR Form MSC-4025R "Compensation Agreement Rider". Participants should consult with their Broker and legal counsel regarding specific situations.

19. Can an MLS Participant/Subscriber operate a website collectively *with other brokers* that displays commission amounts OR operate a listserv/social media group of our own to communicate offers of compensation?

- While not specifically addressed in the Settlement Agreement, concerted action that appears to “set prices” would seem to open the door to liability which was found in the underlying case. The query appears to describe what would essentially be an alternative to the MLS. By opting in to the Settlement Agreement, participating MLS’ and their members are released from liability. Efforts to subvert the terms of the Settlement Agreement by members of the MLS, could expose the MLS and its members to potential liability.
- NAR has also noted that such arrangements could raise issues relating to Fair Housing violations.
- For now, it is recommended that Brokers simply reach out and communicate with each other directly about offers of compensation.
- Remember: posting cooperating compensation on listings on your own website/social media channels is not a violation (so long as such information is not linked to the MLS).

20. Can a Broker have a URL/Website link in the private remarks in the MLS to a webpage that lists the details of an offer of compensation?

- **No.** The Settlement prohibits offers of compensation from being made on the MLS and also prohibits MLSs from facilitating offers of compensation through a third party. Providing a link on the MLS **to a specific listing/listings that display compensation on a brokerage/agent website is a violation.**
- Participants/Subscribers are allowed to enter a website URL into the MLS PRIVATE remarks that directs an agent to a brokerage/agent website. *However, this link cannot direct to a landing page where offers of compensation are displayed, whether for that listing or other listings.*

21. Can CBORMLS Participants/Subscribers include verbiage like, “commissions paid less seller concessions” within a listing’s MLS Remarks after implementation of the MLS Changes?

- No reference to cooperating broker fees is allowed in the MLS, either directly or indirectly. “Commissions paid less Seller Concessions” and verbiage of that nature is prohibited.
- As of August 9th, this type of verbiage must be manually removed from your active/pending/contingent listings in the CBORMLS.
- Be careful when copying listings to remove this if verbiage was displayed within a former listing you are copying.

22. Are there additional lawsuits still pending related to the Commissions case?

- Yes. Only the parties to the Settlement are released from further litigation. The Settlement requires, in part, that NAR will cooperate in the ongoing litigation against unreleased parties.

23. Does the NAR Clear Cooperation Policy still apply in light of the Settlement?

- YES, nothing has changed, nor does NAR Clear Cooperation Policy have anything to do with compensation.

24. Will CBOR be changing anything with respect to post-sale Concessions reporting inside the MLS?

- CBORMLS currently maintains a “Concessions/Remarks” text field when closing a listing.
- To whom an MLS Participant is providing this information or for what reasons could cause risk/liability.
- CBORMLS is currently evaluating this issue and this field may be modified or limited in scope in the future.

25. When should buyers be requesting seller concessions to be used for buyer agent compensation?

- Typically, such request would be made in the offer by the Buyer. However, Buyers can negotiate such terms at any time in the process of the transaction. Buyers should specify how they wish for Seller concessions to be allocated in the offer to be accepted or rejected by the Seller.

26. Will the Missouri REALTORS MSC-4015 Referral Agreement be revised? How can we state referral fee to be paid now?

- The MR Referral Agreement form will not be revised at this time. Any Referral fee to be paid will be communicated on this form (or an internal Brokerage Referral Form) as it has customarily been handled prior to the Settlement.

27. Does this Settlement apply to commercial units?

- Generally, no. The NAR Settlement requirement for a written Buyer Agreement prior to touring a home does not apply to Commercial property. The written Buyer Agreement requirement only applies to residential property which is defined by NAR as a structure with at least 1 unit but no more than 4 units.
- However, the prohibition of communicating an offer of compensation in an MLS does extend to ALL properties, including commercial properties. If a Commercial listing is entered into an MLS, no offers of compensation can be noted in the MLS or any MLS-related services.

28. Can you send an email through the MLS offering compensation to buyers agent on a listing?

- **No.** MLS Participants and Subscribers may not utilize an MLS system/database to communicate offers of compensation for MLS listings. This includes sending an email directly from the MLS system to consumers and/or other brokers or agents.

29. What document will sellers sign to authorize an offer of compensation to Buyer's Broker? IF we call listing agent...how do we know the offer is accurate?

- The Seller's willingness to allow its Broker to cooperate and compensate other Brokers is established in the Listing Agreement.
- Participants/Subscribers disclosing an offer of compensation to a cooperating Broker that differs from their Sellers' offer of compensation in the agreement between Sellers and Broker are violating the Code of Ethics with regards to Duties to REALTORS. They are also neglecting their fiduciary duty to their Seller.
- The Missouri REALTORS **Compensation Agreement Rider** form (MSC-4025R or "Rider") can be used when the parties to a sale contract wish to negotiate or establish terms of compensation for the Broker assisting the Buyer.
- The Rider allows for the parties to 1) establish or negotiate the amount of cooperating compensation being offered from the listing broker to the cooperating broker; and/or 2) establish or negotiate an amount of compensation the Seller will pay on behalf of Buyer to a cooperating broker from the proceeds of the sale.
- This Rider is NOT REQUIRED and should only be used when the parties (Buyer and/or Seller) want to negotiate the compensation being paid as part of the transaction.
- Just as there is no "typical" transaction, there is no "standard" commission/compensation rate. ALL broker compensation is fully negotiable and is not set by law, NAR, state or local Boards, or any MLS.

30. The seller concession field on page 1 line 23 is defined by lines page 5 paragraph 10 lines 281 through 285. So, if the seller is offering to cover cooperating commission via "concessions" - I'm assuming that must be written into special agreements and not included as a dollar amount on line 23—Correct?

- This would not need to be written into Special Agreements because Concessions is defined as anything the lender allows to be paid (including specifically Buyer broker fees). Therefore, any amount put in the Concessions blank on the Contract could be used to cover Buyer's broker compensation if the lender allows it.
- The current definition of Concessions in the MR Contract RES-2000 doesn't include Buyer broker fees, but the updated version that will be available starting July 29th has updated its definition of Concessions to include Buyer broker fees.

31. If Buyers can't afford to pay an agent, am I correct that commission from any source cannot exceed what is in the Buyers Brokerage Service Agreement? So if the Buyers Brokerage Service Agreement says "0%" or "\$0.00", or "N/A" but the listing brokerage is willing to pay 3%, the Buyers Broker would not receive compensation? In this case, could the buyer's agency be amended to allow compensation in the amount being offered by the Seller's Broker?

- Buyer's Broker and the Buyer would need agree, in writing, to any amendment to their brokerage service agreement. Buyer's Broker should communicate with their client and obtain approval for any compensation over and above that agreed upon in the Buyers Brokerage Service Agreement.

32. If Buyers can afford and are willing to pay their Broker but are not comfortable committing to working with a Broker (signing an agreement) before they have met in person, seen a property, or built rapport, etc. do we foresee separate buyer's agency agreements for each listing shown to clarify commission on a case-by-case basis?

- This is certainly a reasonable assumption. MLS Participants/Subscribers could enter into a written buyers brokerage service agreements with a client that is specific to one property, or for a limited period of time, etc. Note, however, that if such buyer is being shown property listed by the Broker, issues may arise as to the relationship which should be addressed with the Broker and/or the Broker's legal counsel.
- NAR policy does not dictate any of the following regarding written buyers brokerage service agreements:
 - Type of relationship the professional has with the potential buyer (e.g., agency, non- agency, exclusive, non-exclusive, subagency, transaction, customer);
 - Term of the agreement (e.g., one day, one month, one house, one zip code);
 - Services to be provided (e.g., ministerial acts, a certain number of showings, negotiations, presenting offers); or
 - Type or amount of compensation charged (e.g., \$0, flat fee, percentage, hourly rate)

33. Does the Settlement change access to mortgages for buyers?

- The Settlement has nothing to do with financing for purchases.
- Listing brokers can still compensate the buyer broker, the seller can compensate the buyer broker, or the buyer can compensate their broker directly. The Settlement prohibits the amount and source of compensation from being addressed on MLS or any affiliated platform.
- Buyers will still be able to get financing from Fannie Mae, Freddie Mac, and the FHA under these scenarios.
- The FHA confirmed this in a letter after NAR sought to affirm our interpretation of existing guidance.
- Likewise, Fannie Mae and Freddie Mac published explicit confirmations that commissions for buyer brokers paid by the seller would not count against the buyer.
- However, none of these agencies will allow the buyer to finance a commission into the mortgage at this time.

34. What about VA loans and the prohibition on buyers paying commissions directly?

- The Department of Veterans Affairs (VA) recently announced that it has temporarily lifted its ban on buyers paying for real estate broker compensation. Veteran buyers now have more options, ensuring they can have professional access to representation in their home buying process. The VA's policy takes effect on August 10, 2024.
- The VA is evaluating the need for a formal rulemaking process on this issue.
- NAR has strongly advocated for this change as it wants to ensure veterans maintain access to the VA home loan program which has been a significant tool in helping service members achieve the American dream of homeownership.
- NAR recently submitted a letter to VA urging them to make this revision to its policies.

35. Can real estate commissions be financed?

- Not through a mortgage. Financing of commissions is not feasible under the current structure of the residential mortgage finance system, and there is not currently any short-term legislative or regulatory action to allow such financing.
- Lenders willing to provide funds to buyers to compensate their brokers would likely treat such a loan as a personal loan which would have to meet all the requirements of the lender.
- Fannie Mae, Freddie Mac, and the FHA do not allow commissions to be added to the balance of the mortgage.
- Several rules that make up the foundation of mortgage finance would need to be changed by the regulators and Congress to address this situation.

36. Regarding the broker disclosure mandated under the regulations administered by the MREC, it still states that in Missouri we are transaction brokers unless we have a written agreement with a buyer or a seller. Will this be changing, or how do we explain it to new buyers?

- The NAR Settlement does not change Missouri Brokerage Law.
- Before you can take a buyer on a tour of a residential property, MLS Participants/Subscribers must have a written agreement in place with that Buyer.
- While transaction brokerage is the default if the licensee's actions are beyond ministerial, but they have no written agreement with either party, such licensee must still comply with the Settlement and not tour a residential property without a written brokerage service agreement with the Buyer. Note that while Missouri law defaults to transaction brokerage, if the licensee expects compensation, it must have a written agreement with the client or have a cooperating agreement with the broker representing the client.
- Licensees' explanation of transaction brokerage is not changed by the Settlement.
- Broker service agreements available to members such as the Missouri REALTORS Buyers Agency Agreement and Missouri REALTORS Transaction Brokerage Forms (MSC-1080TB, MSC-1085TB, and MSC-1090TB) are considered the appropriate documents to enter into with a Buyer prior to touring a home.

37. What if something changes in the contract where a Broker or salesperson is reducing their fees perhaps due to inspection items etc... What happens here? Business as usual?

- There is nothing in the NAR Settlement that addresses this scenario directly.
- However, the amount paid to the Buyer's Broker cannot exceed the amount agreed in the Buyers Brokerage Service Agreement.
- Consult with your Broker and/or attorney on how this should be handled in your office.

38. Say a seller doesn't want to offer Buyer's Broker compensation, is there language/verbiage we could write into our listing agreements about how to handle an unrepresented buyer that comes to us directly? (say through a sign call or open house, where we don't have representation for them) I'm not super confident on those scenarios, and wondering how to get perhaps a larger compensation in that instance.

- The Settlement does not preclude a licensee representing/assisting a Seller pursuant to a written brokerage service agreement from interacting with an unrepresented Buyer. However, be aware of the brokerage disclosure obligations which are still in effect pursuant to Missouri statute and regulation.
- Neither NAR, MAR, CBOR nor any other Board dictates how members negotiate compensation or the amount of compensation. Members should consult with their Broker.

39. What are the expected impacts on the appraisal process?

- CBOR and its legal counsel are aware of this issue and investigating it. At this time, it is unclear how the Settlement will affect appraisals since there is uncertainty as to what information can be shared through the MLS post-closing.

40. When it was mentioned that commissions could be a part of the residential sales contract, I was audited and this was a NO NO.. is this changing?

- Without further information, it is difficult to address this situation. However, licensees are not parties to the Residential Sales Contract and, therefore, the licensee's compensation through cooperation is not properly addressed in the contract. However, nothing precludes the Seller and Buyer (the parties to the contract) from negotiating the source of funds for compensating the Buyer's broker.

41. If you have a buyers agency agreement signed but you have another agent show one house, does that agent have to be included in the agreement if no payment is being made to them? Do you have to designate that person? What if they are being paid a small amount to open the door for the clients and not advise them per se?

- Every brokerage service agreement is between the Broker and the client. Affiliated licensees are not parties to the brokerage service agreement; rather they are working as agents of the Broker. Payments among the Broker and its affiliated licensees and non-licensees are internal agreements which do not affect the client.
- To the extent that a Broker has chosen to engage in "designated agency" as allowed under the Missouri brokerage law, the affiliated licensees designated to act on behalf of a specific client must be designated in writing.

42. If a Seller in a listing agreement opts to not pay a Buyer's agent; can the listing broker still share their compensation with a buyer broker without seller approval?

- **NO**. The brokerage service agreement between the Seller and Broker is binding as between those parties. A Broker who deviates from the terms of that agreement without the consent of the client is breaching that agreement and violating both Missouri law and the Code of Ethics.

43. Does a co-broke agreement need to be signed prior to showing or upon submission of offer?

- The co-broke agreement ensures that the brokers have agreed on the terms of cooperation and compensation. The sooner that agreement can be established, the better for all parties involved. For cooperation with a non-MLS participant/subscriber, without a signed cooperation agreement, the role of the non-listing broker is not established nor is the compensation. As such, taking a buyer on a tour of a residential property without a written buyer brokerage service agreement would violate the Settlement. If the broker has a written brokerage service agreement with the buyer, the broker should determine the status of cooperation and compensation prior to the showing.

44. Can Seller concessions be advertised via the MLS Public/Private Remarks?

- There is no consensus on this issue and each MLS has discretion as to whether it will allow or not. For the time being, CBOR is allowing for this practice. However, **UNDER NO CIRCUMSTANCE** can the description of the concessions include any reference to compensation of cooperating brokers.
- The Settlement does not prohibit Sellers from offering concessions to Buyers.
- These offers can be communicated on the MLS, subject to MLS rules, provided the concessions are not conditioned on the use of or payment to a Buyer/Cooperating Broker.
- In the MLS, Seller Concessions cannot refer in any manner to compensation to a cooperating broker; such as, "commission to Buyer's agent". The same applies to any service associated with the MLS, such as ShowingTime or CBOR Listserv.
- Seller Concessions are not binding on Seller and Buyer until they are memorialized in an agreement between the parties.
- If the Seller offers concessions without restriction or designation, the Buyer may choose to allocate concessions in any manner, including towards compensation to Buyer's Broker. But remember that such allocation should be designated in the purchase agreement offer and the amount cannot exceed the amount of compensation indicated in the Brokerage Service Agreement between Buyer and Buyer's Broker.
- Buyers may ask the Seller to pay their broker's fee as a term of the purchase agreement. This does not violate the Code of Ethics Standard of Practice 16-16. Compensation has always been negotiable under SOP 16-16.

45. For sales that are already pending but closing after August 9th are the current listing agreements and buyer agreements allowed without need to amend?

- Existing Columbia Board of REALTORS & Missouri REALTORS Listing Agreements are compliant with the requirements of the NAR Settlement.
- To the extent a user has filled in the form particularly in relation to cooperation and compensation, any questions should be directed to a Broker's legal counsel.
- Buyers Brokerage Service Agreements executed prior to and still active as of August 9th on Missouri REALTORS Buyers Agency Agreement forms will not need to be amended to meet settlement requirements.
- CBOR MLS Subscribers with Buyers Agency Agreements executed prior to and still active as of August 9th on Columbia Board of REALTORS Buyers Agency Agreement forms **WILL NEED** to be amended, *IF either of the following was indicated on a CBOR Agreement (highlighted areas):*

12 **BROKER COMPENSATION, COOPERATION AND SHARED COMPENSATION:**

13 **Note: The amount or rate of broker compensation (including shared compensation) is not set by law. Broker compensation includes real**

14 **estate commissions and all other fees paid to a broker. They are set by each broker individually and may be negotiable.**

15 1. **COMPENSATION/FEE:** BUYER(S) agrees to pay, or cause to be paid to BROKER, if BROKER, BROKER'S Designated Agent(s), other affiliated

16 licensee(s), BUYER, another real estate licensee, or any other person finds property for BUYER(S) that results in BUYER(S) purchasing or

17 otherwise receiving any portion of ownership or exchange thereof, as follows:

18 (A) **Compensation:** _____ % of the sale price.

19 (B) **Flat Fee:** \$ _____ (the "Flat Fee").

20 (C) **Other:** Per MLS _____.

21 The BROKER shall make reasonable efforts to obtain payment of the compensation or fee directly or indirectly from the listing broker or seller;

22 however, if, for any reason or under any other circumstances, BROKER is unable to secure the payment of all or part of the compensation or fee

23 from the listing broker or seller by the time of closing, BUYER(S) (*check one*):

24 **Agrees to pay the compensation/fee set forth above.**

25 **Does not agree to pay the compensation/fee set forth above.**

26 (D) **Additional Compensation:** \$ _____ (the "Additional Compensation") BUYER(S) shall pay BROKER an amount equal to the

27 Additional Compensation for services rendered hereunder. This portion of the compensation shall be due and payable to BROKER (check whichever

28 applies):

29 on the Effective Date of this agreement, regardless of whether or not a property is acquired by BUYER(S); or

30 only if and on the same date that the other compensation above provided for is payable.