

Date

[Name of Listing Broker or Brokerage Firm  
Address  
City, State Zip Code]

Re: [Reference street address or other identification of property]

Dear [Listing Broker Name],

I will be pleased to work with you to bring about a sale for the above-referenced real property. We have agreed that:

1. I will work as a  buyer agent  subagent to market the property to interested buyers or tenants with whom I am working. If “subagent” is checked above, you agree to obtain the seller’s written permission for the subagency as required by law.
2. You will pay me a co-brokerage fee computed as follows: [specify exactly how the fee is to be computed. Do not use terms such as “referral”, “split” or other vague words ]
3. You agree to pay me the co-brokerage fee if I am the procuring cause of a sale, lease, or sub-lease of the real property referred to above and a person with whom I have been working executes a contract of sale, purchase agreement, lease or sub-lease and any and all contingencies in that contract of sale, purchase agreement, lease, or sub-lease have been met.
4. You agree to pay any co-brokerage fee due under this agreement no later than the closing of title of the property or the date on which the tenant takes occupancy, whichever is applicable.
5. We agree that if there is a dispute concerning the co-brokerage fee, we will mediate the dispute before a mediator on which we agree. If the mediation is not successful, we will arbitrate the dispute with the Board of REALTORS® in accordance with the requirements of the Code of Ethics and the Code of Ethics and Arbitration Manual of the National Association of REALTORS®.

Thank you for agreeing to co-broke with me, and I look forward to a successful working relationship. Would you please signify your agreement to the terms of this letter by signing the enclosed copy and returning it to me.

Sincerely,

[Selling Broker’s name goes here]

I have read this letter and agree to the terms set forth in it.

Listing Broker’s signature

