

# COMPENSATION AGREEMENT BETWEEN LISTING & SELLING BROKER

1 This compensation agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and relates to:  
 2 \_\_\_\_\_ ("Property")  
 3 and \_\_\_\_\_ ("Buyer").

4 The undersigned Listing Broker is to be paid real estate compensation by the seller upon the closing of the above stated Property.  
 5 Listing Broker agrees to share its compensation with the undersigned Selling Broker as set forth below:

6 Listing Broker (Firm Name) Martin Properties  
 7 Listing Firm Address: 5248 Village Trace - Nashville, TN 37211

8 Selling Broker (Firm Name) \_\_\_\_\_  
 9 Selling Firm Address: \_\_\_\_\_ Nashville TN 37211

10 Selling Broker shall receive the following compensation: \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price of the Property.

11 In addition, this Agreement is subject to the following terms and conditions:

- 12 1. This Agreement shall supersede any previous agreements entered into by the parties.
- 13 2. Listing Broker shall have no obligation to the Selling Broker for compensation relating to the above referenced Property,  
 14 Buyer, and Selling Broker if the Purchase and Sale Agreement that Selling Broker is involved in does not close.
- 15 3. There shall be no reduction, change or modification to compensation without prior consent of all Brokers involved.
- 16 4. If either licensee, subsequent to entering into this Agreement, unilaterally agrees to a reduction in compensation to be  
 17 received by the licensee's broker without the consent of the other licensee, the amount of reduction shall be deducted solely  
 18 from the licensee's broker that reduced the compensation.
- 19 5. Listing Broker shall have no obligation to pay above compensation to Selling Broker in the event that such is prohibited  
 20 by a court order and/or instruction from a lender as could occur in situations including but not limited to, short sales,  
 21 foreclosures, and bankruptcy proceedings. In the event that such compensation is limited and/or prohibited by such order  
 22 or instruction, Listing Broker shall only be obligated to pay Selling Broker the compensation which is permitted by such  
 23 order or instruction. Listing Broker shall advise Selling Broker of any such order or instruction and with permission of  
 24 both parties provide evidence of such as soon as possible.

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

27 *Line 10, this document, shall also read "less \$45 administrative fee, which shall be deducted from  
 28 Selling Broker's compensation, and paid to Martin Properties, sent along with closing statement."*

29 The party(ies) below have signed and acknowledge receipt of a copy.

<p>30 _____</p> <p>31 <b>By: Broker or Licensee Authorized by Broker</b></p> <p>32 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm</p> <p>33 <b>Date</b></p> <p>34 <u>Don Martin</u></p> <p>35 PRINT/TYPE NAME</p>	<p style="text-align: center;"><u>Martin Properties</u></p> <p><b>LISTING BROKER/FIRM</b></p> <p><u>5248 Village Trace - Nashville, TN 37211</u></p> <p>ADDRESS:</p> <p>PHONE: <u>(615)973-8970</u> FAX: <u>n/a</u></p> <p>Email: <u>martindo@realtracs.com</u></p>
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36 The party(ies) below have signed and acknowledge receipt of a copy.

<p>37 _____</p> <p>38 <b>By: Broker or Licensee Authorized by Broker</b></p> <p>39 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm</p> <p>40 <b>Date</b></p> <p>41 <u>Don Martin</u></p> <p>42 PRINT/TYPE NAME</p>	<p style="text-align: center;">_____</p> <p><b>SELLING BROKER/FIRM</b></p> <p>ADDRESS:</p> <p>PHONE: _____ FAX: _____</p> <p>Email: _____</p>
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