

COMMISSION AGREEMENT FORM

Location: _____ Date: _____

Agent Information:

Full Name: _____

License Number: _____

Address: _____

Phone/Email: _____

Principal Information:

Full Name / Company: _____

Address: _____

Phone/Email: _____

Commission Details:

Property/Transaction Description: _____

Commission Percentage (%): _____

Commission Amount (USD): _____

Payment Terms and Conditions:

Payment Method: _____

Payment Due Upon: _____

Clause 1 – Appointment and Authority

Principal hereby appoints Agent as its exclusive/non-exclusive agent for the purpose of procuring a buyer, lessee, or purchaser for the described property or transaction, and Agent accepts such appointment under the terms set forth herein. Agent shall act diligently and in good faith.

Clause 2 – Commission Entitlement

Agent shall be entitled to a commission if Principal consummates a transaction resulting from Agent's efforts, whether the buyer/prospect is procured by Agent or otherwise, during the term of this Agreement or any extension thereof.

Clause 3 – Commission Rate and Calculation

The commission shall be calculated as the specified percentage of the total gross sale price or transaction value, without deductions, subject to the terms of this Agreement.

Clause 4 – Payment of Commission

Commission shall be paid to Agent at the closing of the transaction or as otherwise agreed between the parties in writing. Failure to pay timely shall entitle Agent to interest at the maximum lawful rate and all associated collection costs.

Clause 5 – Term and Termination

This Agreement shall commence on the date of execution by both parties and continue until terminated by either party upon written notice. Termination shall not affect Agent's right to commissions earned prior to termination or under any

protection period.

Clause 6 – Protection Period

Principal agrees to pay commission to Agent on transactions completed with any party introduced by Agent during the term of this Agreement and within ___ days after termination, unless Principal obtains such party independently.

Clause 7 – Confidentiality

Agent agrees to maintain confidentiality of all confidential information received from Principal during the term of this Agreement and shall not disclose such information except as authorized or as required by law.

Clause 8 – Independent Contractor

Agent is an independent contractor and shall not be deemed an employee, partner, or joint venturer of Principal. Agent shall be responsible for all taxes and insurance related to its business.

Clause 9 – Compliance with Laws

Agent and Principal shall comply with all applicable federal, state, and local laws, regulations, and licensing requirements applicable to the performance of this Agreement.

Clause 10 – Indemnification

Each party agrees to indemnify and hold harmless the other party from any claims, damages, losses, or liabilities arising out of breach of this Agreement or the gross negligence or willful misconduct of the indemnifying party.

Clause 11 – Limitation of Liability

Neither party shall be liable to the other for any consequential, incidental, special, or punitive damages arising out of or in connection with this Agreement.

Clause 12 – Notices

All notices required or permitted under this Agreement shall be in writing and deemed received when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or electronic means with confirmation.

Clause 13 – Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflicts of law principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in _____ County, _____.

Clause 14 – Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior and contemporaneous agreements, understandings, and negotiations, whether oral or written.

Clause 15 – Amendments

Any amendments or modifications to this Agreement shall be effective only if made in writing and signed by both parties.

Clause 16 – Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

Clause 17 – Waiver

Failure to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other

provision.

Clause 18 – Counterparts and Electronic Signatures

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together constitute one instrument. Electronic signatures shall have the same legal effect as original signatures.

Clause 19 – Assignment

Neither party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other party, except that Agent may assign commissions to affiliates or successors.

Clause 20 – Dispute Resolution

Any disputes arising under or in connection with this Agreement shall be resolved first through good faith negotiations between the parties, and if unresolved, then through binding arbitration in accordance with the rules of the American Arbitration Association.

AGENT'S SIGNATURE

PRINCIPAL'S SIGNATURE

Signature: _____

Signature: _____

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