



ATLANTA COMMERCIAL BOARD OF REALTORS®, INC.
COOPERATING BROKER COMMISSION AGREEMENT



THIS AGREEMENT dated _____ by and between _____, ("Seller's Broker") and _____ ("Cooperating Broker"), as the potential purchaser's broker regarding the potential sale/purchase of the property located at _____ and known as _____ ("Property"), which Property is owned by ("Seller").

WHEREAS, Broker represents Seller in connection with the sale/purchase of the Property.

Cooperating Broker is acting as exclusive agent on behalf of _____ or any successor, assignor or affiliate ("Purchaser") in connection with its interests in acquiring the Property from Seller. This Agreement confirms Cooperating Broker and Seller's Brokers agreement concerning the payment of a commission to Cooperating Broker in consideration for Cooperating Broker's services rendered in the event of a sale of the property to the Purchaser, as follows.

- 1. Cooperating Broker represents that it has been authorized to negotiate a proposed sale/purchase of the Property (the "Proposed Sale") on Purchaser's behalf.
2. Cooperating Broker agrees that Seller shall have the unrestricted right, in its sole discretion, at any time, (i) to reject for any reason any and all offers submitted on behalf of Purchaser, and (ii) to refuse for any or no reason to enter into the Proposed Sale with Purchaser, all without incurring any liability or obligation to Cooperating Broker for payment of a commission, fee or other compensation of any kind.
3. Cooperating Broker understands that Seller and Seller's Broker are not exclusively negotiating with Purchaser and Seller and Seller's Broker remain free to negotiate with other purchasers for the sale of the Property and to deal with other cooperating brokers, purchasers, persons, and entities with respect to the Property.
4. Any offers and inquiries in connection with the Proposed Sale shall be delivered to Seller's Broker at the address below for Seller's Broker to submit to Seller.
5. In the event (i) the Proposed Sale is consummated by payment of the purchase price from Purchaser to Seller and the transfer of title to the Property from Seller to Purchaser (the "Closing"), and (ii) Seller pays to Seller's Broker, at the Closing, its commission in accordance with Seller's agreement with Seller's Broker, Seller's Broker shall pay to Cooperating Broker at the Closing and Cooperating Broker agrees to accept as its full and only compensation for its services rendered, a commission (the "Commissions") equal to _____ percent (_____%) of the commission paid to Seller's Broker by Seller. Seller's agreement with Seller's Broker provides for payment of a commission of _____ to be paid to Seller's Broker at closing and only in the event of a closing.
6. Notwithstanding the extent to which negotiations may commence or continue, Cooperating Broker agrees that no commission, fee or other compensation of any kind shall be deemed earned by or be payable to Cooperating Broker if any of the conditions of Paragraph 5 hereof are not fulfilled for any reason including, without limitation, either party's arbitrary refusal to execute and deliver a written purchase and sale agreement to close the Proposed Sale, and in such event Cooperating Broker shall not have any claim against Seller or Seller's Broker for a commission, fee or other compensation of any kind for services rendered in connection with the Proposed Sale or otherwise.
7. Cooperating Broker agrees that it will not advertise the Property or disclose any information identified to Cooperating Broker as confidential in any way whatsoever, nor place any notice thereof in any newspaper or other publication, whether electronic or otherwise.

8. Cooperating Broker represents and warrants the Cooperating Broker is duly licensed as a real estate broker in the state of _____, License # _____.

9. Cooperating Broker represents that Cooperating Broker is the sole broker who introduced Purchaser to the Property.

10. This agreement shall be governed by the laws of the State of Georgia. This Agreement represents the entire agreement between Cooperating Broker and Seller's Broker. This Agreement shall not be amended except in writing duly executed by the party or parties against whom such amendment is to be enforced.

11. Other Conditions: _____

12. The parties hereto hereby acknowledge and agree that: (A) *THIS DOCUMENT HAS IMPORTANT CONSEQUENCES, LEGAL, FINANCIAL AND OTHERWISE, AND THE ATLANTA COMMERCIAL BOARD OF REALTORS, INC. ("ACBR") HAS ADVISED THE PARTIES THAT THEY SHOULD EACH CONSULT WITH AN ATTORNEY OR OTHER PROFESSIONAL OF THEIR CHOICE WITH RESPECT TO THE TERMS OF, AND/OR THE COMPLETION, MODIFICATION AND/OR EXECUTION OF, THIS DOCUMENT*; (B) by executing this document the parties hereto each hereby waive and release ACBR, its officers, directors, members, employees and agents, from any and all claims, demands and/or causes of action (whether known or unknown) arising out of, pertaining to or resulting directly or indirectly from the use of this form document.

AGREED TO AND ACCEPTED this _____ day of _____, _____.

SELLER'S BROKER: _____

By: _____ (Seal)

Name: _____

Title: _____

Firm License #: _____

Phone: _____

Date: _____

Agent Name(s): _____

Agent License # (s): _____

COOPERATING BROKER: _____

By: _____ (Seal)

Name: _____

Title: _____

Firm License #: _____

Phone: _____

Date: _____

Agent Name(s): _____

Agent License # (s): _____

Add additional names & License #'s of other agents involved in connection with this transaction