

**COOPERATING COMPENSATION AGREEMENT  
CONFIRMATION OF COMPENSATION, AGENCY, AND APPOINTMENT**

**NOTE:** Only use this form to create an agreement for cooperating compensation if a seller is represented by a licensed real estate broker. Form 220G contains guidance on this form. Use Form 150 instead of this form if working you are creating a compensation agreement with an unrepresented seller. **DO NOT UPLOAD THIS FORM TO THE MLS.**

LISTING AGENT: \_\_\_\_\_ LISTING FIRM: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

SELLING AGENT: \_\_\_\_\_ SELLING FIRM: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

PROPERTY: \_\_\_\_\_

NAME OF BUYER: \_\_\_\_\_ APPOINTMENT DATE/TIME: \_\_\_\_\_

**FEE ARRANGEMENT:** Selling Agent will show the Property as a  buyer agent  subagent of the seller. Listing Agent/Firm hereby offers of compensation to Selling Agent/Firm as follows: \_\_\_\_\_  
\_\_\_\_\_. Selling Agent/Firm understands that entitlement to such compensation is contingent on Selling Agent/Firm's performance as the procuring cause of any sale of the Property to Buyer. This document does not establish that Selling Agent or Selling Firm are the procuring cause of any such sale. Selling Agent/Firm confirm that other fee(s) expected to be received in connection with the sale of the Property are as follows: \_\_\_\_\_  
\_\_\_\_\_.

Listing Agent \_\_\_\_\_ Date \_\_\_\_\_

Selling Agent \_\_\_\_\_ Date \_\_\_\_\_

"Seller": \_\_\_\_\_  
"Buyer": \_\_\_\_\_  
"Property": \_\_\_\_\_

1. **FEE:** (Check Only One)  Seller or  Listing Firm agrees to pay Selling Firm cooperating compensation as follows (the "Fee"), subject to the terms of this agreement:
- \_\_\_\_\_ % of the gross sales price;
  - A flat fee of \$ \_\_\_\_\_; or,
  - Other: \_\_\_\_\_.

2. **PAYMENT OF THE FEE:**
- a. The Fee will be earned by Selling Firm upon both Buyer and Seller signing a written contract for the sale of the Property (the "Contract") during the term of this agreement. The Fee will be due and payable to Selling Firm when Buyer, any authorized assignee of Buyer, or any party authorized by Buyer and Seller under the Contract or any amendment thereto, closes on the purchase of the Property.
  - b. The Fee will be paid at closing, as defined in the Contract, unless otherwise agreed.

3. **TERM, EFFECTIVENESS, AND EXPIRATION:** This agreement shall be effective when signed by Seller or Listing Firm, as applicable, and Selling Firm. This agreement will terminate upon the earlier of closing, as defined in the Contract, or \_\_\_\_\_, 20\_\_\_\_, unless the Fee has been earned prior to such date. If the Fee has been earned prior to the expiration date in this paragraph, then this agreement shall not terminate and it will continue to be in full force and effect until closing, as defined in the Contract, or until the Contract is terminated, so long as such termination is not a result of Seller's breach.



**4. MERGER, MODIFICATION, ASSIGNMENT, ENFORCEMENT, AND GOVERNING LAW:** This Agreement represents the entire agreement of the parties hereto. All prior understandings and agreements are merged into this document. This agreement may only be modified by a written document signed by all parties, and it may not be assigned except by written consent of all parties. If legal proceedings are instituted to enforce any provision of this agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney's fees and court costs incurred in connection with the proceeding. This agreement is governed by North Carolina law.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC., MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Date: _____ Listing Firm: _____ Agent Name (Print): _____ By: _____ (Agent Signature)	Date: _____ Selling Firm: _____ Agent Name (Print): _____ By: _____ (Agent Signature)
Date: _____ Seller: _____ (Signature) Date: _____ Seller: _____ (Signature) Entity Seller: _____ (Name of LLC/Corporation/Partnership/Trust/Etc.) By: _____ Name (Print): _____ Title: _____ Date: _____	Date: _____ Buyer: _____ (Signature) Date: _____ Buyer: _____ (Signature) Entity Buyer: _____ (Name of LLC/Corporation/Partnership/Trust/Etc.) By: _____ Name (Print): _____ Title: _____ Date: _____ Buyer signs to acknowledge receipt of this form and consent to the fee arrangement herein only.

**OPTIONAL: ACKNOWLEDGEMENT BY BUYER AND/OR SELLER (See Guidelines)**

Seller hereby acknowledges receipt of a copy of this form and consents to the fee arrangements set forth herein. Buyer hereby acknowledges receipt of a copy of this form and consents to the fee arrangements set forth herein.

Seller: _____	Buyer: _____
Date: _____	Date: _____
Seller: _____	Buyer: _____
Date: _____	Date: _____
Entity Seller: _____	Entity Buyer: _____
(Name of LLC/Corporation/Partnership/Trust/etc.)	(Name of LLC/Corporation/Partnership/Trust/etc.)
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____