

THIS IS A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

Parties acknowledge that commissions are not set by law and are fully negotiable.

The REALTOR® negotiating this agreement is a member of the Nebraska REALTORS® Association and as such is governed by its Code of Ethics and Rules and Regulations.



REALTOR® COMPENSATION AGREEMENT

The undersigned Buyer has entered into a Buyer Agency Agreement with

_____ (“Buyer Brokerage”) with Buyer’s specified limited
(Firm Name)

Buyer’s Agent _____ (“Buyer Agent”). Such agreement shall be referred to as “Buyer Agency Agreement”. Together, Buyer Brokerage and Buyer Agent shall be referred to as “REALTOR®.”

1. **Buyer Agency Agreement.** Pursuant to the Buyer Agency Agreement, Buyer agreed to compensate REALTOR® for providing services as stated therein.
2. **Compensating Party.** Buyer has entered into a purchase agreement to purchase property with an address of _____ from the undersigned Seller. The parties have agreed the party stated in paragraph _____ (a or b) below shall pay or direct payment of compensation as determined in paragraph 3 below to REALTOR®:
 - a. Seller (select paragraph “a” if Seller will pay compensation to REALTOR® directly)
 - b. Seller’s Real Estate Licensee (select paragraph “b” if the listing agent will pay a portion of their compensation to REALTOR®)
3. **Compensation.** The Compensating Party stated in paragraph 2 above shall pay or direct payment to REALTOR® in the amount determined in accordance with paragraph(s) _____ below:
 - a. _____ % of the gross sales price of the property purchased.
 - b. Fixed compensation of \$ _____ .
 - c. Brokerage Administrative Commission of \$ _____ .
 - d. Other: _____ .
4. **Payment.** Compensation shall be payable upon the closing of the purchase of the property.
5. **Acknowledgement of Compensation.** Buyer agrees that REALTOR® may accept compensation from the Seller or Seller’s Real Estate Licensee related to Buyer’s purchase of property. The Compensation shall be applied as a credit to reduce compensation due to REALTOR® from the Buyer pursuant to the Buyer Agency Agreement.
6. **Obligation to Make Whole.** Buyer acknowledges that if the Compensation is less than Buyer’s obligation to pay compensation pursuant to the Buyer Agency Agreement, Buyer shall pay to REALTOR® the difference between the Compensation and the compensation due to REALTOR® under the Buyer Agency Agreement.
7. **Binding Agreement.** This REALTOR® Compensation Agreement is a legal, valid, and binding obligation of each party hereto enforceable in accordance with its terms. Each undersigned party represents they are authorized to execute this agreement on behalf of such party stated below.

[Signature Page Follows]

FOR BUYER:

Signature: _____

Print Name: _____

Date: _____

Signature: _____

Print Name: _____

Date: _____

FOR BUYER REALTOR®:

Agent: _____

Print Name: _____

Date: _____

4874-8469-2163, v. 5

FOR SELLER:

Signature: _____

Print Name: _____

Date: _____

Signature: _____

Print Name: _____

Date: _____

FOR SELLER REAL ESTATE LICENSEE:

Signature: _____

Print Name: _____

Date: _____