



# COMPENSATION AGREEMENT SELLER TO BUYER'S BROKER



- PARTIES:** This Seller to Buyer's Broker Compensation Agreement is between:  
Seller: Michael G. Janis, Jr. & Kim K. Janis ("Seller") and  
Buyer's Broker: \_\_\_\_\_ ("Buyer's Broker")
- PROPERTY ADDRESS:** 226 Sea Pines Drive #1594 Hilton Head Island SC 29928 ("Property") if  
listed, listed by Sea Pines Real Estate - The Cottage Group LLC - Peter Geary ("Listing Broker").
- BUYER'S NAME:** \_\_\_\_\_ including any affiliates, successors, or assigns ("Buyer").
- TERM:** This agreement shall begin on the date last signed by Seller and Buyer's Broker, and will automatically end on \_\_\_\_\_ (date) at 11:59 p.m., or upon the completion or termination of any then-pending transaction between Seller and Buyer concerning the Property, whichever is later.

**PAYMENT WILL ONLY BE MADE AT CLOSING UNLESS OTHERWISE AGREED UPON IN WRITING**

- BUYER'S BROKER COMPENSATION:** If Buyer's Broker is the procuring cause of the sale of Property during the Term, Seller will compensate Buyer's Broker as stated below at closing of Property. This agreement shall act as escrow instructions for Seller's payment of compensation to Buyer's Broker.

Seller agrees to compensate Buyer's Broker (Check One):

- Exactly \$ \_\_\_\_\_ (US Dollars)
- Three (3%) % of the gross purchase price as reflected on the final settlement statement
- Other: \_\_\_\_\_

This agreement is a compensation agreement only. Seller acknowledges that no agency relationship between Seller and Buyer's Broker is established by this agreement and that the compensation paid is for services the Buyer's Broker provided to Buyer.

**Buyer Broker certifies that they have informed their Buyer of the possibility of being paid by more than one party and has obtained Buyer's written permission to do so.**

If Seller defaults by failing to pay Buyer's Broker Compensation at closing or defaults by preventing closing in violation of the Contract of Sale, Seller must pay Buyer's Broker Compensation.

- DISPUTE RESOLUTION:** All controversies, claims, and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be settled by first attempting mediation with a mediator agreed upon by the parties. If litigation arises out of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and costs.
- MISC. CLAUSES:** This Agreement will be construed under South Carolina law. This Agreement represents the entire agreement and understanding between the parties as to the subject matter herein and supersedes all prior or contemporaneous agreements whether written or oral. No waiver, alteration, or modification of any of the provisions of this Agreement will be binding unless in writing and signed by the parties hereto. Electronic signatures will be acceptable and binding. Broker's commissions are not set by law and are fully negotiable.

**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN DULY EXECUTED BY THE PARTIES**

Michael G. Janis, Jr. Seller (Printed Name)	 Signature	<small>dotloop verified 03/09/26 10:49 AM EDT NESX-EM0J-RWTF-K3NP</small> Date
Kim K. Janis Seller (Printed Name)	 Signature	<small>dotloop verified 03/09/26 10:49 AM EDT XW9B-WJQW-3COF-JM17</small> Date
Peter Geary Buyer's Broker in Charge or Authorized Associate (Printed Name)	 Signature	<small>dotloop verified 03/09/26 10:41 AM EDT 2B56-UJ4C-BHHT-HA9B</small> Date

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Peter Geary <small>REALTOR® NAME</small>	843-715-6550 <small>REALTOR® PHONE</small>	peter@gearygrouphhi.com <small>REALTOR® EMAIL</small>
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