



# COMMISSION AGREEMENT FOR FSBO/ NON-MLS



Date: \_\_\_\_\_

Regarding the real property commonly known as \_\_\_\_\_ . (address)

It is agreed that \_\_\_\_\_ (the Broker), its agents, and salespeople, will be acting solely and completely for the benefit of the Buyer, \_\_\_\_\_. The term of this Agreement shall be for \_\_\_\_ months.

Sellers shall deal exclusively with the Broker for all negotiations with Buyer during the term of this Agreement.

Seller agrees that for this transaction, Seller shall pay the Broker \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price as commission solely for introducing Seller to Buyer. Seller shall pay Broker the commission at the time of closing. The payment of this commission does NOT create an agency or fiduciary relationship between Seller and the Broker, its agents or salespeople.

Seller understands and acknowledges that the Broker, its agents and salespeople, represent the Buyer exclusively. The Broker's obligations under Nevada State law are to the Buyer alone. Seller is NOT relying upon the Broker for any advice or counsel on this transaction.

Seller is hereby advised to obtain independent counsel regarding any aspect of this negotiation.

This writing supersedes all prior negotiations pertaining to commission between the Broker, seller and sellers' agents, and is the final embodiment of such negotiations. In the event that any provision of this Agreement shall be held to be invalid or unenforceable, such ruling shall not affect the validity or enforceability of the remainder of the Agreement in any respect whatsoever.

It is agreed by the Broker and Seller, the parties to this agreement, that as required by law, discrimination because of race, color, religion, sex, national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or handicap and any other current requirements of federal or state fair housing laws is prohibited.

This Agreement is executed and intended to be performed in the State of Nevada, and the laws of Nevada shall govern its interpretation and effect. The parties agree that the State of Nevada, and the county in which the Property is located, is the appropriate judicial forum for any litigation, related to this Agreement.

In the event suit is brought by either party to enforce this Agreement, the prevailing party is entitled to court costs and reasonable attorney's fees. If Broker hires an attorney to enforce the collection of any commission payable pursuant to this Agreement and is successful in collecting some or all of such commission without commencing any action or proceeding, Seller agrees to pay such broker's reasonable attorneys' fees and costs and Seller agrees to pay interest at the legal rate on all compensation and other amounts owned or due to Broker from the time due until paid in full.

The Broker and Seller agree to negotiate in good faith in an effort to resolve any dispute related to this Commission Agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to a mediator agreed to by the parties. Mediation fees, if any, shall be divided equally among the parties involved. By initialing below, the parties confirm that they have read and understand this section and voluntarily agree to the provisions thereof.

**Seller(s) Initials** [\_\_\_\_\_] [\_\_\_\_\_] [\_\_\_\_\_] [\_\_\_\_\_] **Broker Initials** [\_\_\_\_\_]

This Agreement may be signed by the parties manually or electronically (digitally) and on more than one copy, which, when taken together, each signed copy shall be read as one complete form. Facsimile signatures may be accepted as original.

Seller's obligation to pay Broker an earned fee is binding upon Seller and Seller's heirs, administrators, executors, successors and permitted assignees. All Sellers executing this Commission Agreement are jointly and severally liable for the performance of all its terms. Time is of the essence of this Agreement and each of its terms.

**ADDITIONAL TERMS:**

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**THE PRE-PRINTED PORTION OF THIS AGREEMENT HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. FOR LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.**

**SELLER:**

Date: \_\_\_\_\_  
Seller's Signature \_\_\_\_\_ Seller's Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_ Printed Name \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ E-mail \_\_\_\_\_

Date: \_\_\_\_\_  
Seller's Signature \_\_\_\_\_ Seller's Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_ Printed Name \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ E-mail \_\_\_\_\_

**BROKER:**

Date: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ FAX \_\_\_\_\_ E-mail \_\_\_\_\_  
Broker's Signature \_\_\_\_\_ License No. \_\_\_\_\_  
Printed Name \_\_\_\_\_  
  
Designated Licensee  
Signature \_\_\_\_\_ License No. \_\_\_\_\_  
Printed Name \_\_\_\_\_ Licensee's Telephone \_\_\_\_\_