



Kentucky Commercial Real Estate Alliance

12300 Sycamore Station Place, Louisville, KY 40299

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SALES COMMISSION AGREEMENT (FOR UNLISTED PROPERTY)

This is a legally binding contract. If not understood seek legal advice.

This Sales Commission Agreement ("Agreement") is made as of _____, 20____ (the "Effective Date") between _____, Selling Broker and _____ Seller.

RECITALS:

WHEREAS, Seller is the owner of and desires to offer for sale the property located at _____ (the "Property"); and

WHEREAS, Selling Broker is exclusively authorized to represent _____ ("Purchaser") in negotiating a purchase agreement (the "Purchase Agreement") for the purchase of the Property.

WHEREAS, Seller and Selling Broker desire to set out their agreement with regard to the commission to be received by Selling Broker if a Purchase Agreement is executed between Seller and Purchaser and the Property is transferred to Purchaser pursuant to the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Selling Broker agree as follows:

- 1. Representations and Warranties.** Seller represents and warrants to Selling Broker that Seller has fee simple title to the Property and has the full power and authority to sell the Property. Selling Broker represents and warrants to Seller that it has exclusive authority to represent Purchaser in negotiating a Purchase Agreement for the purchase of the Property.
- 2. Commission.** If a Purchase Agreement for the Property is executed and delivered by Seller and Purchaser during the Term (as hereinafter defined) of this Agreement, then at closing of the sale and transfer of the Property by Seller to Purchaser, Seller shall pay to Selling Broker an amount equal to _____ (the "Selling Broker Commission") as its sole compensation. All expenses incurred by Selling Broker in connection with negotiating the Purchase Agreement or otherwise shall be the sole responsibility of Selling Broker. All expenses incurred by Seller in connection with negotiating the Purchase Agreement or otherwise shall be the sole responsibility of Seller.
- 3. Payment.** The Selling Broker Commission shall be paid by Seller to Selling Broker at closing of the sale and transfer of the Property by Seller to Purchaser.

4. **Term.** This Agreement shall be effective for a period of ninety (90) days from the Effective Date or such longer period as Seller and Selling Broker may agree in writing (the “**Term**”). If a Purchase Agreement is executed between Seller and Purchaser during the Term of this Agreement, then the Term of this Agreement shall be extended until such time as (a) the Purchase Agreement has been terminated by either Purchaser or Seller pursuant to the terms of the Purchase Agreement or (b) the closing of the sale and transfer of the Property by Seller to Purchase has occurred, whichever date first occurs.

5. **Consent or Waiver.** No consent or waiver, expressed or implied, by any party hereto or to any breach or default by any other party hereunder shall be deemed or construed to be a consent or waiver of or to any other breach or default hereunder of the same or any other obligations of such parties.

6. **Entire Agreement.** This Agreement contains the entire understanding of the parties and may not be changed or modified except by written instrument signed by both Seller and Selling Broker.

7. **No Partnership.** Nothing contained in this Agreement shall constitute or be construed to be, or create, a partnership or joint venture between Seller and Selling Broker, or their successors and assigns.

8. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective heirs, successors, legal representatives and assigns.

9. **Governing Law.** This Agreement and the obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

The above is accepted and executed this _____ day of _____, 20_____.

SELLER

Date/Time

LISTING BROKER

Date/Time