

BROKER AGREEMENT

This Broker Agreement (the "Agreement") is made between:

Broker Information:

Name/Company: _____

Address: _____

Phone/Email: _____

Client Information:

Name: _____

Address: _____

Phone/Email: _____

Property/Transaction Information:

Property Description / Transaction Details: _____

Listing Price / Commission Basis: _____

1. Appointment and Authority

The Client hereby appoints the Broker as the exclusive agent to represent the Client in the sale, purchase, or lease of the property or transaction described above (the "Property"). The Broker is authorized to market, negotiate, and facilitate the transaction on behalf of the Client in accordance with the terms of this Agreement.

2. Brokerage Commission

The Client agrees to pay the Broker a commission as follows: a percentage of the total transaction price or a fixed fee, as agreed separately. The commission shall be earned upon the closing of the transaction or as otherwise specified herein. If the Client procures a buyer or seller independently during the term of this Agreement, the commission shall still be due to the Broker if the transaction closes.

3. Term and Termination

This Agreement shall commence on the date of signing and shall continue in effect for the period specified by the parties or until terminated by either party with prior written notice. Termination shall not affect obligations accrued prior to termination, including payment of commission.

4. Broker's Duties

The Broker shall use reasonable efforts to market the Property, present offers and counteroffers, advise the Client on terms, and perform customary brokerage services in a diligent and professional manner.

5. Client's Duties and Representations

The Client represents that they have the authority to enter into this Agreement and shall cooperate with the Broker by providing accurate information, timely responses, and access to the Property as needed.

6. Compliance with Laws

Both parties agree to comply with all applicable federal, state, and local laws, regulations, and ordinances related to the brokerage services, including fair housing and anti-discrimination laws.

7. Confidentiality

The Broker agrees to keep confidential all non-public information received from the Client, except as required for the performance of services or as required by law.

8. Indemnification

The Client agrees to indemnify, defend, and hold harmless the Broker and its agents from any claims, damages, or liabilities arising out of the Client's breach of this Agreement or misrepresentations.

9. Limitation of Liability

Brokerage services are advisory only. Broker shall not be liable for any indirect, incidental, consequential, or punitive damages arising from the services provided under this Agreement.

10. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____. Any disputes shall be resolved in the courts located in _____ County, _____ State.

11. Entire Agreement

This Agreement constitutes the entire understanding between the parties concerning the subject matter herein and supersedes all prior negotiations, representations, or agreements, whether written or oral.

12. Amendments

Any amendments to this Agreement must be in writing and signed by both parties to be effective.

13. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remainder shall remain in full force.

14. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, including electronically, each of which shall be deemed an original.

BROKER SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

Original source of this document:

<https://docs-business.com/broker-agreement-template/>

Did you find this template helpful?

Find more updated templates at:

<https://docs-business.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.