

COMPENSATION AGREEMENT BETWEEN BROKERS

620-888-3040

PO Box 225 Burlington, KS 66839

VaughnRoth.com

1. PARTIES: The parties to this Agreement are:

Listing/Principal Broker: _____
 Full Address: _____
 Phone: _____ E-Mail/Fax: _____
 Cooperating Broker: _____
 Full Address: _____
 Phone: _____ E-Mail/Fax: _____

2. PROPERTY: "Property" means the following real property in Kansas, together with all its improvements and fixtures:

Full Address or Description: _____
 or as described in an attached exhibit.

3. REGISTRATION: Cooperating Broker registers _____ (Client) with Listing/Principal Broker. Listing/Principal Broker represents the owner of the Property (Owner), and Cooperating Broker represents Client.

4. TERM: This Agreement begins on _____ and ends at 11:59 pm on _____.

5. COOPERATING BROKER'S FEES:

- A. Fees: When Earned and Payable, Listing/Principal Broker will pay Cooperating Broker (*complete all that apply*):
 (1) (Sale) _____% of the sales price or a flat fee of \$ _____.
- B. Earned and Payable: Cooperating Broker's fees are Earned when Client enters into a binding agreement during the Term to buy the Property at the agreed to price or the amount bid in an auction situation. Cooperating Broker's fees are Payable (i) if Cooperating Broker is the procuring cause of the sale and (ii) when a sale closes, either during the Term or after it ends. Listing/Principal Broker is not obligated to pay Cooperating Broker any fee if, through no fault of the Listing/Principal Broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the Listing/Principal Broker to collect its fee under the separate agreement with Owner. **Any escrow or closing agent is authorized to pay Cooperating Broker's fee from Listing/Principal Broker's fee at closing.**
- C. Related Parties: If a related party of the Client agrees to purchase or lease all or part of the Property during the Term, Cooperating Broker will be entitled to all compensation under this Agreement as if Client had acquired the Property. "Related party" means any family member of the Client, any officer, director, or partner of Client, any entity owned or controlled by Client, in whole or part, and any entity that owns or controls Client, in whole or part.

6. DOCUMENTS: Regarding auctioned properties, it is understood by all parties subject to this agreement that the purchase agreement will be provided by Vaughn-Roth Land Brokers with all terms and conditions of such being binding upon all parties. The Client of the Cooperating Broker shall also review and signs the terms and conditions document for the auction prior to bidding.

7. ENTIRE AGREEMENT: This Agreement is the entire agreement of the parties and may not be changed except by written agreement. This Agreement supersedes any prior agreement between the parties concerning the same subject matter.

 Listing/Principal Broker's Printed Name License No.

 Cooperating Broker's Printed Name License No.

 Listing/Principal Broker's Signature Date

 Cooperating Broker's Signature Date

 Listing Brokerage Agent Printed Name License No.

 Cooperating Brokerage Agent Printed Name License No.