CALIFORNIA ASSOCIATION OF REALTORS®

COOPERATING BROKER COMPENSATION AGREEMENT AND ESCROW INSTRUCTION

(C.A.R. Form CBC, Revised 6/21)

1. IDENTITY OF SELLER'S BROKERAGE FIRM, PROPERTY AND SELLER:
_____("Seller's Broker") is a real estate broker who has entered into a written agreement for the marketing and sale or lease of the real property, manufactured home, or business opportunity described as _____, Assessor's Parcel No. _____, situated in _____, County of _____, California ("Property") for _____ ("Seller"). Buyer and Seller are referred to as the "Parties."

2. IDENTITY OF BUYER'S BROKERAGE FIRM (COOPERATING BROKER) AND BUYER:
_____
("Buyer's Broker") is a real estate broker representing _____ ("Buyer"), who has offered, is contemplating making an offer, or has entered into a contract, to purchase or lease the Property.

3. PROPERTY LISTED WITH A MULTIPLE LISTING SERVICE: The Property is listed with the _____ Multiple Listing Service. Provided the transaction between the Parties closes or Seller's Broker receives compensation for the transaction, Seller's Broker agrees to pay Buyer's Broker, and Buyer's Broker agrees to accept, compensation as follows:

A. ☐ **Confirmation of Compensation in the MLS:** Buyer's Broker is a participant in the MLS or reciprocal MLS and accepts the offer of compensation published in the MLS as : ____% of the selling (or leasing) price or $ _____.

OR B. Modification of Compensation in MLS: Buyer's Broker is a participant in the MLS or reciprocal MLS and accepts the offer of compensation published in the MLS as modified herein: ____% of the selling (or leasing) price or $ _____.

OR C. ☐ **Cooperating Broker Not a Member of the MLS or Reciprocal MLS:** Buyer's Broker compensation shall be ____% of the selling (or leasing) price or $ _____. Seller's Broker and Buyer's Broker agree to resolve disputes arising out of this agreement by arbitration conducted by the Association of Realtors® (or if none, the MLS) to which the Seller's Broker belongs.

OR D. ☐ **Short Sale Confirmation of Compensation in MLS:** Buyer's Broker **(i)** is a participant in the MLS or a reciprocal MLS; **(ii)** accepts the offer of compensation published in the MLS; and **(iii)** agrees to any reduction in commission in the MLS that specifies the method of such reduction and is allowable under the MLS rules.

4. PROPERTY NOT LISTED WITH ANY MULTIPLE LISTING SERVICE ("MLS"):
☐ Buyer's Broker compensation shall be ____% of the selling (or leasing) price or $ _____.

5. ☐ **SALE TO TENANT PROCURED BY BUYER'S (TENANT'S) BROKER: If Property is listed for lease, and Tenant's Broker procures a tenant for the Property, and, during the term of the lease or any extension, that tenant acquires the Property and becomes Buyer**, Tenant's Broker compensation on the sale shall be ____% of the selling price or $ _____.

6. ☐ **Other:** _____
_____

7. BROKER INSTRUCTION TO ESCROW HOLDER:
Seller's Broker and Buyer's Broker instruct Escrow Holder to disburse to Buyer's Broker the amount specified in paragraph 3 or 4 or 5, out of Seller's Broker's proceeds in escrow, and upon Close Of Escrow of the Property. This compensation instruction can be amended or revoked only with the written consent of both Brokers. Escrow Holder shall immediately notify Brokers if either Broker instructs Escrow Holder to change the terms of this instruction.

8. MANAGEMENT APPROVAL:
If Paragraph 3B, 3C, or 4 is checked, this Agreement is not binding until the Broker or office manager for the Seller's Broker firm has signed below. If Paragraph 3B is checked and the commission stated in the MLS is reduced, this Agreement is not binding until the Broker or office manager for the Buyer's Broker firm has signed below.

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By signing below, the undersigned acknowledges that each has read, understands, accepts and has received a Copy of this Agreement.

Seller's Broker (Firm) _____ DRE Lic. # _____
By (Agent) _____ DRE Lic. # _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

If paragraph 3B, 3C, 4, or 6 is checked:
Seller's Broker/Office Manager: _____, _____ Date _____
(Name) (Signature)

Buyer's Broker (Firm) _____ DRE Lic. # _____
By (Agent) _____ DRE Lic. # _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

If paragraph 3B is checked and the commission stated in the MLS is reduced:
Buyer's Broker/Office Manager: _____, _____ Date _____
(Name) (Signature)

SAMPLE

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REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

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