

CO-LISTING AGREEMENT FOR HANDLING AN OPEN HOUSE
(For Use With Agents with Different Brokerages)

This is a Co-Listing Agreement for handling an open house (“this Agreement”) by and between _____, (“Broker 1”), and _____ (“Broker 2”) (Broker 1 and Broker 2 are collectively referred to, at times, as the “Brokers”) for the limited purpose of allowing Broker 2 to hold the real property located at: _____ (the “Property”) open.

1. Broker 1 has entered a Listing Agreement with all owners of the Property (collectively referred to as the “Seller”). Broker 2 has agreed with Broker 1 to hold the Property open on the following date(s): _____. Except for holding open the Property as set forth herein, Broker 2 shall have no further rights, duties or obligations regarding the Property unless that broker is representing a buyer seeking to purchase the Property.

2. Brokers agree that the listing portion of the commission shall be split between them as follows:

A. Broker 2 shall be paid the following fee: _____ for each open house and/or;

B. In the event that a buyer is procured by Broker 2 at the open house, such buyer will be represented by Broker 2 in accordance with any buyer representation agreement executed by and between Broker 2 and that buyer and/or;

C. In the event that a buyer is procured by Broker 2 at the open house and that buyer is represented by a different agent/broker, then the listing side commission shall be split:

_____% for Broker 1 and

_____% for Broker 2.

D. Other: _____

3. Each broker represents and warrants they retain errors and omissions insurance and general liability insurance with minimum policy limits of \$1,000,000 per claim.

4. Each broker shall be responsible and liable for their own actions.

5. Each broker shall retain their own transaction files.

6. Other Terms and Conditions:

7. In the event of a dispute arising out of or related to this Agreement, the Brokers agree to first attempt a resolution of this matter through informal mediation. If mediation is unsuccessful, the Brokers agree to arbitrate the matter through the local Association of REALTORS® (“AOR”) or, if the Brokers are members of different AORs, through Inter-Board (“IB”) Arbitration, in accordance with the AOR or IB

arbitration rules. In any such dispute, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

(Insert Broker 1 Name)

(Insert Broker 2 Name)

By: _____

By: _____

Date: _____

Date: _____

(Insert Sales Associate 1 Name)

(Insert Sales Associate 2 Name)

Date: _____

Date: _____

Approved and Receipt Acknowledged:

Seller: _____

Date: _____

Seller: _____

Date: _____