

CO-AGENT AGREEMENT FOR HANDLING AN OPEN HOUSE
(For Use Within the Same Brokerage)

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

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

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

A. Agent 2 shall be paid by Agent 1 the following fee: _____ per open house and/or;

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

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

_____% for Agent 1 and

_____% for Agent 2.

D. Other: _____

3. Each agent shall be responsible and liable for their own actions.

4. Other Terms and Conditions:

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

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

(Insert Agent 1 Name)

(Insert Agent 2 Name)

By: _____

By: _____

Date: _____

Date: _____

(Insert Manager for Agent 1 Name)

(Insert Manager for Agent 2 Name)

Date: _____

Date: _____

Approved and Receipt Acknowledged:

Seller: _____

Date: _____

Seller: _____

Date: _____