

**INTER-OFFICE CO-LISTING AGREEMENT
(Between Different Brokers)**

This is a Co-Listing Agreement (“this Agreement”) by and between _____, (“Broker 1”), and _____ (“Broker 2”) (Broker 1 and Broker 2 are collectively referred to, at times, as the “Brokers”) to co-list that real property and the improvements thereon located at: _____ (the “Property”). The agency duties of Broker 1 shall be performed by _____ (“Sales Associate 1”) and the agency duties of Broker 2 shall be performed by _____ (“Sales Associate 2”). Sales Associate 1 and Sales Associate 2 are, at times, collectively referred to as Sales Associates.

1. Brokers have entered, or intend to enter, into a Listing Agreement with all owners of the Property (collectively referred to as the “Seller”), as co-listing Brokers, and agree to the following terms with respect to that Listing Agreement. This Agreement shall be in effect for the period of time agreed upon as the term of the Listing Agreement, including any extension thereof.

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

A. In the event that a buyer is procured by an outside brokerage, or by another agent affiliated with one of the Brokers, then the listing commission shall be split:

____ % for Broker 1 and

____ % for Broker 2.

Other: _____

B. In the event that a buyer is procured by one of the above-identified Sales Associates or the Sales Associate’s Broker, then that Broker shall serve as a disclosed dual agent but, for purposes of communications, that Sales Associate shall work with the buyer, and the other above-identified Sales Associate shall work with the Seller in the transaction. The Broker working with the buyer in this situation shall be entitled to receive the full selling side of the commission, and the listing commission shall be split:

_____ % for Broker exclusively representing the Seller; and

_____ % for Broker representing the buyer and the Seller.

3. Marketing expenses for the property shall be **split 50-50** between Brokers **except as follows:**

4. Signage on the Property shall specify: _____ and the signage shall be displayed on a single post or on two separate posts.

5. In the event the local MLS only allows for one listing broker to be shown, the MLS listing for this Property shall be shown as follows: _____

6. Open houses and property showings shall be handled as per agreement between the above-identified Sales Associates and as approved by the Seller. If the Sales Associates are unable to agree, then they shall alternate open houses each week and property showings each day of showings.

7. 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.

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

9. Each broker shall retain their own transaction files.

10. Other Terms and Conditions:

11. 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: _____