

INTRA-OFFICE CO-LISTING AGREEMENT

This is a Co-Listing Agreement (“this Agreement”) by and between _____, (“Agent 1”), and _____ (“Agent 2”) (Agent 1 and Agent 2 are collectively referred to, at times, as the “Agents”) to co-list that real property and the improvements thereon located at: _____ (the “Property”).

1. Broker has entered, or intend to enter, into a Listing Agreement with all owners of the Property (collectively referred to as the “Seller”). 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. Agents 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 Broker, then the listing commission shall be split:

___% for Agent 1 and

___% for Agent 2.

Other: _____

B. In the event that a buyer is procured by one of the above-identified Agents, then that Agent shall serve as a disclosed dual agent but, for purposes of communications, that Agent shall work with the buyer, and the other above-identified Agent shall work with the Seller in the transaction. The Agent 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 Agent exclusively representing the Seller; and
_____ % for Agent representing the buyer and the Seller.

3. Marketing expenses for the property shall be **split 50-50** between Agents **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 agent 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 Agents and as approved by the Seller. If the Agents are unable to agree, then they shall alternate open houses each week and property showings each day of showings.

7. Other Terms and Conditions:

8. 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”). In any such dispute, the prevailing party shall be entitled to recover reasonable attorneys’ fees and costs.

Agent 1

Agent 2

By: _____

By: _____

Date: _____

Date: _____

Management

Date: _____

Receipt Acknowledged:

Seller: _____

Date: _____

Seller: _____

Date: _____