



COMPENSATION AGREEMENT BETWEEN BROKERS

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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1. PARTIES: The parties to this Agreement are:

Listing/Principal Broker: **Horton Neely REALTORS®, LLC**

Full Address: **1906 S Tyler St, Amarillo, TX 79109**

Phone: **(806)231-1065** E-Mail/Fax: **SoldHaleySutter@gmail.com**

Cooperating Broker: _____

Full Address: _____

Phone: _____ E-Mail/Fax: _____

2. PROPERTY: "Property" means the following real property in Texas, together with all its improvements and fixtures:

Full Address or Description: _____

or as described in an attached exhibit.

3. REGISTRATION: Cooperating Broker registers _____

(Client) with Listing/Principal Broker. Listing/Principal

Broker represents the owner of the Property (Owner), and Cooperating Broker represents Client.

4. TERM: This Agreement begins on _____ and ends at 11:59 pm on _____.

5. COOPERATING BROKER'S FEES:

A. Fees: When Earned and Payable, Listing/Principal Broker will pay Cooperating Broker (complete all that apply):

(1) (Sale) _____ % of the sales price or a flat fee of \$ _____.

(2) (Lease) _____ % of one full month's rent Client is obligated to pay under the lease or \$ _____.

(3) _____.

B. Earned and Payable: Cooperating Broker's fees are Earned when Client enters into a binding agreement during the Term to buy or lease all or part of the Property at any price. Cooperating Broker's fees are Payable (i) if Cooperating Broker is the procuring cause of the sale or lease and (ii) when a lease is executed or when a sale closes, either during the Term or after it ends. Listing/Principal Broker is not obligated to pay Cooperating Broker any fee if, through no fault of the Listing/Principal Broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the Listing/Principal Broker to collect its fee under the separate agreement with Owner. **Any escrow or closing agent is authorized to pay Cooperating Broker's fee from Listing/Principal Broker's fee at closing.**

C. Related Parties: If a related party of Client agrees to purchase or lease all or part of the Property during the Term, Cooperating Broker will be entitled to all compensation under this Agreement as if Client had acquired the Property. "Related party" means any assignee of Client, any family member or relation of Client, any officer, director, or partner of Client, any entity owned or controlled by Client, in whole or part, and any entity that owns or controls Client, in whole or part.

6. ENTIRE AGREEMENT: This Agreement is the entire agreement of the parties and may not be changed except by written agreement. This Agreement supersedes any prior agreement between the parties concerning the same subject matter.

Horton Neely REALTORS®, LLC

9004005

Listing/Principal Broker's Printed Name

License No.

Cooperating Broker's Printed Name

License No.

Listing/Principal Broker's Signature

Date

or Broker's Associate)

Cooperating Broker's Signature

Date

or Broker's Associate)

Haley Sutter

0714086

Listing/Principal Broker's Associate's Printed Name License No.

Cooperating Broker's Associate's Printed Name License No.



ADDENDUM REGARDING BROKERS' FEES TO CONTRACT CONCERNING THE PROPERTY AT:

(Address of Property)

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Note: This addendum should not be used with the Farm and Ranch Contract (TREC 25-15; TXR 1701).

- A. ADDENDUM CONTROLS: If any part of this addendum conflicts with a provision in the contract, this addendum will control.
B. FEES: Cash fees as specified in this addendum will be paid in _____ County, Texas.
C. LISTING BROKER'S FEES: Seller shall pay Listing Broker the fees specified in a separate written representation agreement between Seller and Listing Broker.
D. OTHER BROKER'S FEES: Other Broker's fees will be paid as specified below, and Buyer shall pay any remaining amount due to Other Broker specified in a separate written representation agreement between Other Broker and Buyer. (Check all that apply)

- [X] (1) Listing Broker shall pay \$ _____ or _____ % of sales price as contained in a separate written compensation agreement between Listing Broker and Other Broker (such as TXR 2402). (Specified amount is for informational purposes only and does not change compensation specified in separate written compensation agreements.)
[] (2) Seller shall pay: (Check one box only)
[] (a) \$ _____ or _____ % of sales price as contained in a separate written compensation agreement between Seller and Other Broker (such as TXR 2401). (Specified amount is for informational purposes only and does not change compensation specified in separate written compensation agreements.)
[] (b) \$ _____ or _____ % of sales price towards Other Broker's fees. (Use this option only if there is no separate written compensation agreement between Seller and Other Broker. This option creates a new obligation for Seller.)

E. INTERMEDIARY BROKER'S FEES: In addition to any fees Seller has agreed to pay Listing Broker in a separate written representation agreement, Seller shall also pay Listing Broker \$ _____ or _____ % of sales price. Amounts specified in this Paragraph E shall be applied towards any fees Buyer has agreed to pay Listing Broker in a separate written representation agreement. Buyer shall pay any remaining amount due to Listing Broker specified in a separate written representation agreement. (Use this option only if Listing Broker represents Seller and Buyer as intermediary. This option creates a new obligation for Seller.)

F. AUTHORIZATION: Seller and Buyer authorize Escrow Agent to pay Listing and Other Broker at closing in accordance with this addendum or other separate written agreements.

BROKER FEES ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE. This addendum confirms or creates an obligation for the payment of broker fees. CONSULT AN ATTORNEY BEFORE SIGNING. TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS FORM CAREFULLY.

Buyer's Printed Name

Seller's Printed Name

Buyer's Signature Date

Seller's Signature Date

Buyer's Printed Name

Seller's Printed Name

Buyer's Signature Date

Seller's Signature Date