# Real Estate Commission Agreement

**Purpose:** This Agreement outlines the terms and conditions regarding the real estate commission between the property seller and the real estate agent or broker authorized to sell the property. It defines compensation expectations, duration, responsibilities, and conditions for commission.

## 1. Parties Involved

This Real Estate Commission Agreement ("Agreement") is entered into on {agreementDate}, by and between:

* **Seller:** {sellerName}, residing at {sellerAddress}
* **Real Estate Agent/Broker:** {agentName}, representing {agencyName}, located at {agencyAddress}

## 2. Property Description

The property subject to this Agreement is located at:

**Address:** {propertyAddress}

**Legal Description (if applicable):** {propertyLegalDescription}

## 3. Listing Period

The term of this Agreement shall commence on **{startDate}** and shall terminate on **{endDate}**, unless terminated earlier according to the terms herein.

## 4. Commission Terms

The Seller agrees to pay the Agent a commission as follows:

* **Total Commission Percentage:** {commissionRate}% of the final sale price
* **Commission Due:** The commission shall be due upon successful closing of the sale of the property.

### 4.1 Commission Split

The commission shall be split as follows:

|  |  |  |
| --- | --- | --- |
| **Party** | **Percentage** | **Notes** |
| {#splits}{party} | {percentage} | {notes}{/splits} |

## 5. Exclusive Right to Sell

{#exclusiveAgreement}**This is an exclusive right-to-sell agreement.** The Seller agrees not to engage any other broker or agent during the term of this Agreement.{/exclusiveAgreement}

{^exclusiveAgreement}**This is a non-exclusive listing agreement.** The Seller retains the right to engage other brokers or agents during the term of this Agreement.{/exclusiveAgreement}

## 6. Responsibilities of the Agent

The Agent agrees to perform the following tasks diligently:

{#agentDuties}

* {duty}

{/agentDuties}

## 7. Termination

This Agreement may be terminated by either party upon written notice under the following conditions:

{#terminationClauses}

* {clause}

{/terminationClauses}

## 8. Signatures

|  |  |  |  |
| --- | --- | --- | --- |
| **Party** | **Name** | **Signature** | **Date** |
| **Seller** | {sellerName} | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | {sellerSignDate} |
| **Agent/Broker** | {agentName} | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | {agentSignDate} |

## 9. Additional Notes

{additionalNotes}