



FOR SALE BY OWNER – COMMISSION AGREEMENT
Greater Hartford Association of REALTORS®, Inc.



Owner(s) legal name(s), make sure all names are included if there is more than one Seller.

PARTIES AND PROPERTY

Legal name of Brokerage, not the agent.

THIS AGREEMENT is entered into by and between _____ as "Owner" and _____ as the "Broker".

Property address.

- Owner is the owner of the property commonly known as _____, CT.
- Owner is endeavoring to sell the Property without the assistance of licensed real estate agents; however, Broker has (a) client(s) _____ ("Broker Client"), to whom he/she would like to show the property.
- Owner agrees to pay to Broker a Real Estate Service Fee (Commission) of _____ % of the agreed upon sale price or a flat fee of \$ _____ if Broker sells Owner's property to the above-named client for the agreed upon asking price of \$ _____ or for any other terms acceptable to Owner.

Buyer(s) legal name(s) the agent is showing the property to.

Commission amount agreed upon (must enter a number).

OWNER(S)' AND BROKER'S AGREEMENTS

- Real Estate Service Fee (Commission).** If the owner enters into a contract to sell the property to Broker's Client at any time within one year from the date of the Owner's signing this Agreement, Owner shall pay the Real Estate Service Fee to the Broker at closing.
- Buyer Agency.** Owner acknowledges that Broker is the agent representing the Broker's Client with respect to the property. As the agent of Broker's Client, the Broker has the duty to act on behalf of Broker's Client, and will not be acting on behalf of the Owner and does not represent the Owner in any capacity. This duty requires that all information regarding this transaction that is given to the Broker by the Owner be disclosed to Broker's Client. For example, if you disclose to the Broker that you are compelled by outside circumstances to sell by a certain date or that you are prepared to lower the price, the Broker would be required to disclose this information to the Broker's Client. Further, the Property Owner(s) acknowledges that the buyer's representative is not responsible and is not obligated to provide forms, disclosures, deeds, and other documents required of the Property Owner(s) by law or practice and that the Property Owner(s) will not look to buyer's representative for opinions, advice, or counsel. Please keep this in mind when communicating with Broker. By signing this Agreement, Owner acknowledges that this agency relationship has been previously orally discussed with Owner.
- Attorney's Fees.** You agree to pay any costs and attorney's fees which we may incur to collect any monies due us under this agreement.
- Statements Required By Law.** The real estate broker may be entitled to certain lien rights pursuant to subsection (d) (and subsections e-g) of section 20-325(a) of the Connecticut General Statutes. This agreement is subject to the Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions (C.G.S. Title-46a, Chapter 814c). IT IS UNLAWFUL UNDER FEDERAL AND OR STATE LAW TO DISCRIMINATE ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, SEX, GENDER IDENTITY OR EXPRESSION, SEXUAL ORIENTATION OR CIVIL UNION STATUS, MARITAL STATUS, AGE, LAWFUL SOURCE OF INCOME, FAMILIAL STATUS, LEARNING DISABILITY, PHYSICAL OR MENTAL DISABILITY OR STATUS AS A VETERAN.
- Execution by Electronic Methods.** The parties agree that they may enter into this Agreement (including any amendments hereto) via facsimile (fax) machine and/or email. This consent applies only to this transaction, and either party may withdraw such consent by fax or email or in writing, but such withdrawal will not affect the validity or enforceability of this Agreement (or any amendments hereto) after it has been entered into. Faxing, and retention of and access to fax records, requires a fax machine or other appropriate fax technology. Email, and retention of and access to email records, requires a computer, internet account and email software.

Flat fee dollar amount.

Offer price or agreed upon purchase price.

Check and fill in Fax number (if applicable) and email which Buyer elects to use.

This is usually the Buyer's agent's information.

Check and fill in Fax number (if applicable) and email which Owner elects to use.

Agent must sign as (Auth. Rep.) and enter the legal name of the Brokerage firm (not the agent) and address.

Broker elects to use: _____ Fax: Fax number is: _____ Email: Email address is: _____
 Owner elects to use: _____ Fax: Fax number is: _____ Email: Email address is: _____

All owners must sign, date and enter their address.

If any party changes its email address or fax number it will promptly notify the other party of the new email address and/or fax number.

(Brokerage Firm) _____ Date _____
 By: (Auth. Rep.) _____ Date _____
 No. & Street _____ No. & Street _____
 City, State, Zip _____ City, State, Zip _____