

Legal name of Brokerage, not the agent.

# FOR SALE BY OWNER – PROFESSIONAL SERVICE FEE 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

Property address.

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

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

- Owner is the owner of the property commonly known as \_\_\_\_\_
- 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 Broker a Professional Service Fee 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.

**NOTICE: THE AMOUNT IS SET BY EACH BROKER. There is no custom**

Professional Service Fee (commission) amount agreed upon (must enter a number).

**THE REAL ESTATE BROKER COMPENSATION IS NOT FIXED BY LAW. IT IS SET BY EACH BROKER AND MAY VARY BETWEEN YOU AND THE BROKER.**

Offer price or agreed upon purchase price.

Flat fee dollar amount.

## OWNER(S)' AND BROKER'S AGREEMENTS

- Professional Service Fee.** 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 Professional 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 SECTION 20-325(A) OF THE CONNECTICUT GENERAL STATUTES.

This agreement is subject to the Equal Housing Opportunity Act prohibiting discrimination in commercial and residential real estate transactions (C.G.S. Title-46a-292).

### Fair Housing Statement:

Be sure to explain the fair housing notice to the Seller(s) and have them initial.

**IT IS UNLAWFUL UNDER FEDERAL AND STATE LAWS TO DISCRIMINATE ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, SEX, GENDER, SEXUAL ORIENTATION, MARITAL STATUS, AGE, LAWFUL SOURCE OF INCOME, FAMILIAL STATUS, LEARNING DISABILITY, PHYSICAL OR MENTAL DISABILITY, STATUS AS A VETERAN, STATUS AS A VICTIM OF DOMESTIC VIOLENCE, ERASED CRIMINAL HISTORY INFORMATION, STATUS AS A VICTIM OF SEXUAL ASSAULT OR STATUS AS A VICTIM OF TRAFFICKING IN PERSONS.** I/We read and understand this section:

All Sellers Initial \_\_\_\_\_

- Execution by Electronic Methods.** The parties agree that they may enter into this Agreement (including any amendments hereto) via email. This consent applies only to this transaction, and either party may withdraw such consent by 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. Email, and retention of and access to email records, and email software.

Fill in the email which Broker and Owner elect to use.

Broker (Auth.Rep.) email address: \_\_\_\_\_

Owner(s) email address: \_\_\_\_\_

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

If any party changes its email address it will promptly notify the other party.

(Brokerage Firm) \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

By: (Auth. Rep.) \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

No. & Street \_\_\_\_\_

No. & Street \_\_\_\_\_

All owners must sign, date and enter their address.

City, State, Zip \_\_\_\_\_