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**CO-BROKER COOPERATION AND COMPENSATION AGREEMENT  
(SHORT FORM)**

**THIS AGREEMENT** (the “Agreement”) is made and entered into as of the \_\_\_ day of \_\_\_, 20\_\_ (the “Effective Date”), by and between \_\_\_\_\_, whose address is \_\_\_\_\_ (the “Listing Broker”), and \_\_\_\_\_, whose address is \_\_\_\_\_ (the “Cooperating Broker”).

**For good and valuable consideration**, the receipt and adequacy of which is hereby mutually acknowledged, the parties agree as follows:

1. **LISTING BROKER AGENCY.** Listing Broker has listed for sale or lease a certain piece of real property together with improvements commonly known as \_\_\_\_\_ (the “Property”). In connection with its listing of the Property, Listing Broker will receive a commission (the “Commission”) from the seller or landlord of the Property (the “Property Owner”) pursuant to a certain written agreement (the “Listing Agreement”). All of the parties hereto acknowledge and agree that Listing Broker represents the Property Owner.

2. **COOPERATING BROKER AGENCY.** Cooperating Broker has a prospective buyer or tenant (the “Prospect”) interested in the Property. In connection with its representation of the Prospect, pursuant to a certain written agreement, Cooperating Broker is acting in the contemplated transaction as: (check one of the following):

- Purchaser Agent- Traditional
- Purchaser Agent- Designated Agency
- Transaction Coordinator
- Other \_\_\_\_\_

All of the parties hereto acknowledge and agree that Cooperating Broker represents the Prospect.

3. **COMPENSATION AGREEMENT.**

***BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.***

- a. **Sale** (if applicable). The following terms apply to Cooperating Broker’s commission in connection with the sale of the Property:
  - i. **Sale Commission.** Property Owner or Listing Broker, as the case may be, shall pay to Cooperating Broker the following amounts (the “Cooperating Broker Commission”):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_% of the gross sale price of the Property

\$\_\_\_\_\_.

Other: \_\_\_\_\_.

***The parties understand, acknowledge and agree that the foregoing agreement on compensation is objectively ascertainable and not open-ended.***

ii. Payment. The Cooperating Broker Commission is due and payable by Property Owner or Listing Broker, as the case may be, to Cooperating Broker only upon the consummation of the sale of the Property to the Prospect of Cooperating Broker.

b. **Lease** (if applicable). The following terms apply to Cooperating Broker’s commission in connection with the lease of the Property:

i. Lease Commission. Property Owner or Listing Broker, as the case may be, shall pay to Cooperating Broker the following amounts (the “Cooperating Broker Commission”):

\_\_\_% of total rent due for \_\_\_ months from Tenant to Property Owner

\$\_\_\_\_\_.

Other: \_\_\_\_\_.

***The parties understand, acknowledge and agree that the foregoing agreement on compensation is objectively ascertainable and not open-ended.***

ii. Payment. The Cooperating Broker Commission is due and payable by Property Owner or Listing Broker, as the case may be, to Cooperating Broker only upon the consummation of the lease of the Property to the Prospect of Cooperating Broker.

4. **COOPERATION AND COMPENSATION.** Property Owner acknowledges and agrees that, pursuant to the terms of this Agreement, Listing Broker is making an offer compensation for cooperation to Cooperating Broker. In connection with this offer of compensation Property Owner acknowledges and agrees: ***(i) that this Agreement is a separate arms-length conspicuously, written agreement between the parties; (ii) it has been made with Property Owner’s prior written approval; (iii) it has been provided to Property Owner in advance of any payment or agreement to pay; and (iv) it clearly specifies the amount or rate to Cooperating Broker of the Cooperating Broker Commission.***

5. **MISCELLANEOUS.** This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Michigan and the parties consent to the jurisdiction of the courts of the State of Michigan for all

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purposes hereunder. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior arrangements, understandings, negotiations and discussions, whether oral or written, of the parties. No amendment, supplement, modification, waiver or termination of this Agreement shall be binding unless in writing and executed by the party against whom enforcement is sought. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Any electronic signature hereon shall be given the same force and effect as an original signature. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the day thereof if delivered by hand and receipted for by the party to whom said notice or other communications shall have been directed or three (3) days after mailed by certified or registered mail with postage prepaid or one (1) day after depositing said notice in the hands of a nationally recognized overnight delivery service and addressed to the party at its address set forth above.

**6. ADDITIONAL TERMS.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the Effective Date.

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Property Owner

Listing Broker  
By: \_\_\_\_\_  
Its: Authorized Representative

Cooperating Broker  
By: \_\_\_\_\_  
Its: Authorized Representative

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