



**COOPERATING BROKER COMPENSATION
AGREEMENT AND ESCROW INSTRUCTION**

(C.A.R. Form CBC, Revised 4/09)

1. IDENTITY OF LISTING BROKER, PROPERTY AND SELLER:

_____ ("Listing Broker") is a real estate broker who has entered into a written agreement for the marketing and sale or lease of the real property, manufactured home, or business opportunity described as _____, Assessor's Parcel No. _____, situated in _____, County of _____, California ("Property") for _____ ("Seller").

2. IDENTITY OF COOPERATING (SELLING) BROKER AND BUYER:

_____ ("Cooperating Broker") is a real estate broker licensed to practice real estate in California (or if checked _____) and represents _____ ("Buyer") who has offered, is contemplating making an offer, or has entered into a contract, to purchase or lease the Property.

3. LISTING BROKER COMPENSATION TO COOPERATING BROKER:

Provided the transaction between the principals closes or Listing Broker receives compensation for the transaction, Listing Broker agrees to pay Cooperating Broker, and Cooperating Broker agrees to accept, compensation as follows:

A. PROPERTY LISTED WITH THE _____ MULTIPLE LISTING SERVICE ("MLS"):

(i) **Confirmation of Compensation in MLS:** Cooperating Broker is a participant in the MLS or reciprocal MLS and accepts the offer of compensation published in the MLS as: _____ % of the selling (or leasing) price or \$ _____ and/or _____.

OR (ii) **Modification of Compensation in MLS:** Cooperating Broker is a participant in the MLS or reciprocal MLS and accepts the offer of compensation published in the MLS as modified herein: _____ % of the selling (or leasing) price or \$ _____ and/or _____.

OR (iii) **Cooperating Broker Not a Member of the MLS or Reciprocal MLS:** Cooperating Broker compensation shall be _____ % of the selling (or leasing) price or \$ _____ and/or _____. Listing Broker and Cooperating Broker agree to resolve disputes arising out of this agreement by arbitration conducted by the Association of Realtors® (or if none, the MLS) to which the Listing Broker belongs.

OR (iv) **Short Sale Confirmation of Compensation in MLS:** Cooperating Broker (i) is a participant in the MLS or a reciprocal MLS; (ii) accepts the offer of compensation published in the MLS; and (iii) if the amount or method of reduction of commission upon Lender approval is specified in the MLS, agrees to such reduction.

B. PROPERTY NOT LISTED WITH ANY MULTIPLE LISTING SERVICE ("MLS"):

Cooperating Broker compensation shall be _____ % of the selling (or leasing) price or \$ _____ and/or _____.

C. COOPERATING BROKER HAS PROCURED A TENANT FOR THE PROPERTY LISTED FOR LEASE, AND THAT TENANT ACQUIRES THE PROPERTY DURING THE TERM OF THE LEASE OR ANY EXTENSION:

Cooperating Broker compensation on the sale shall be _____ % of the selling price or \$ _____ and/or _____.

4. BROKER INSTRUCTION TO ESCROW HOLDER:

Listing Broker and Cooperating Broker instruct Escrow Holder to disburse to Cooperating Broker the amount specified in paragraph 3, out of Listing Broker's proceeds in escrow, and upon Close Of Escrow of the Property. This compensation instruction can be amended or revoked only with the written consent of both Brokers. Escrow Holder shall immediately notify Brokers if either Broker instructs Escrow Holder to change the terms of this instruction.

5. MANAGEMENT APPROVAL:

If Paragraph 3A(ii), 3A(iii), or 3B is checked, this Agreement is not binding until the Broker or office manager for the Listing Broker firm has signed below.

6. ACKNOWLEDGMENT:

By signing below, the undersigned acknowledges that each has read, understands, accepts and has received a Copy of this Agreement.

Listing Broker (Firm) _____ DRE Lic. # _____

By (Agent) _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

If paragraph 3A(ii), 3A(iii), or 3 B is checked:
Listing Broker/Office Manager: _____, _____ Date _____
(Name) (Signature)

Cooperating Broker (Firm) _____ DRE Lic. # _____

By (Agent) _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form by any means, including facsimile or computerized formats. Copyright © 2009, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____

