easyrealty

Florida Buyer Compensation Agreement

TRANSACTION BROKER NO SINGLE AGENT RELATIONSHIP CREATED

This Buyer Compensation Agreement ("Agreement") is entered into by and between the undersigned Buyer(s) and Easy Realty, the licensed real estate brokerage and licensed sales associate identified below.

Easy Realty Licensed Sales Associate: ______________________________

Buyer(s): ____________________________________

Effective Date: _______________________________

1. Transaction Broker Relationship

Buyer acknowledges and agrees that the brokerage and sales associate are operating as a Transaction Broker pursuant to Section 475.278, Florida Statutes.

Buyer confirms receipt of the Transaction Broker Disclosure and understands that:

- The brokerage represents the Buyer in a limited representation capacity
- This Agreement does not create a single agent or fiduciary relationship
- The brokerage may provide limited representation to both buyer and seller in the same transaction

2. Broker Compensation

Buyer agrees that the brokerage is entitled to compensation for services rendered in connection with the purchase of real property.

Compensation shall be:

*% of the purchase price OR $*________________

("Broker Compensation")

3. Source of Compensation

Buyer understands and agrees that Broker Compensation may be paid from one or more of the following sources:

- Seller
- Listing broker
- Buyer
- Seller concessions credited to Buyer at closing

- Any combination of the above

Buyer acknowledges that real estate commissions are fully negotiable and are not set by law.

4. Authorization to Request Seller-Paid Compensation

Buyer authorizes the brokerage to include terms in any offer to purchase requesting that the seller pay all or a portion of Broker Compensation.

Buyer understands that:

- The seller is not obligated to agree to such request
- Any request for compensation may affect the competitiveness of the offer
- Seller-paid compensation is subject to negotiation between the parties

5. Authorization for Seller Concession and Price Adjustment Structure

Buyer authorizes the brokerage to structure offers that may include:

- An increase in the purchase price
- A request that the seller provide a concession or credit to the Buyer at closing
- Application of such concession toward closing costs, prepaid items, and/or Broker Compensation

Buyer acknowledges that:

- Seller concessions are subject to lender approval and financing guidelines
- The property must appraise at or above the contract price when financing is involved
- This structure may impact the Buyer’s loan terms, cash to close, and offer competitiveness
- This structure is a lawful and commonly used method to facilitate closing and satisfy agreed compensation

6. Buyer Responsibility for Compensation

To the extent that Broker Compensation is not paid by the seller, listing broker, or through concessions, Buyer agrees to pay any remaining balance of Broker Compensation.

Such payment shall be made at closing or as otherwise agreed in writing.

7. Credit and Offset of Compensation

Any compensation received from the seller, listing broker, or through concessions shall be applied as a credit toward Buyer’s obligation under this Agreement.

Buyer shall only be responsible for any unpaid portion of Broker Compensation, if applicable.

8. Disclosure and Acknowledgment

Buyer acknowledges that:

- Compensation arrangements have been clearly explained
- Buyer has had the opportunity to ask questions
- Buyer understands how the brokerage will be compensated
- Buyer agrees to the structure and methods of compensation described in this Agreement

9. Term and Termination

This Agreement shall remain in effect until the earlier of:

- Closing of a property purchase involving Buyer
- Termination by written agreement of the parties

10. Entire Agreement

This Agreement constitutes the entire agreement regarding Broker Compensation and does not modify or supersede the Transaction Broker relationship established under Florida law.

Signatures

Buyer: ____ **Date:** __________

Buyer: ____ **Date:** __________

Easy Realty Licensed Sales Associate: ______________________________

Date: _____________________