



## COMPENSATION AGREEMENT BETWEEN LISTING & SELLING BROKER

This compensation agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and relates to:  
**377 Carlton Rd** **Bristol** **TN** **37620-8708** ("Property")  
 and \_\_\_\_\_ ("Buyer").

The undersigned Listing Broker is to be paid real estate compensation by the seller upon the closing of the above stated Property.  
 Listing Broker agrees to share its compensation with the undersigned Selling Broker as set forth below:

Listing Broker (Firm Name) **Holston Realty, Inc.**  
 Listing Firm Address: **1135 Volunteer Parkway Suite 7/8** **Bristol** **TN** **37620**

Selling Broker (Firm Name) \_\_\_\_\_  
 Selling Firm Address: \_\_\_\_\_

Selling Broker shall receive the following compensation: \$ \_\_\_\_\_ or **2.5** % of the purchase price of the Property.

In addition, this Agreement is subject to the following terms and conditions:

1. This Agreement shall supersede any previous agreements entered into by the parties.
2. Listing Broker shall have no obligation to the Selling Broker for compensation relating to the above referenced Property, Buyer, and Selling Broker if the Purchase and Sale Agreement that Selling Broker is involved in does not close.
3. There shall be no reduction, change or modification to compensation without prior consent of all Brokers involved.
4. If either licensee, subsequent to entering into this Agreement, unilaterally agrees to a reduction in compensation to be received by the licensee's broker without the consent of the other licensee, the amount of reduction shall be deducted solely from the licensee's broker that reduced the compensation.
5. Listing Broker shall have no obligation to pay above compensation to Selling Broker in the event that such is prohibited by a court order and/or instruction from a lender as could occur in situations including but not limited to, short sales, foreclosures, and bankruptcy proceedings. In the event that such compensation is limited and/or prohibited by such order or instruction, Listing Broker shall only be obligated to pay Selling Broker the compensation which is permitted by such order or instruction. Listing Broker shall advise Selling Broker of any such order or instruction and with permission of both parties provide evidence of such as soon as possible.
6. In the event of a dispute arising out of this Agreement or a dispute related to procuring cause of the Property, the parties hereby agree to arbitrate the matter pursuant to the most recent version of the Code of Ethics and Arbitration Manual published by the National Association of REALTORS®.

**SPECIAL STIPULATIONS:** The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph, shall control:

**Compensation to be based on less than any seller concessions**

The party(ies) below have signed and acknowledge receipt of a copy.

|                                                                                 |  |                                         |                                 |
|---------------------------------------------------------------------------------|--|-----------------------------------------|---------------------------------|
|                                                                                 |  | <b>Holston Realty, Inc.</b>             |                                 |
| <b>By: Broker or Licensee Authorized by Broker</b>                              |  | <b>LISTING BROKER/FIRM</b>              |                                 |
| _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm |  | <b>1135 Volunteer Parkway Suite 7/8</b> |                                 |
| <b>Date</b>                                                                     |  | <b>ADDRESS:</b>                         | <b>Bristol TN 37620</b>         |
| <b>Kashia Marie Bordwine</b>                                                    |  | <b>PHONE:</b>                           | <b>423-793-8109</b>             |
| <b>PRINT/TYPE NAME</b>                                                          |  | <b>Email:</b>                           | <b>kashia@kashiawinkler.com</b> |

The party(ies) below have signed and acknowledge receipt of a copy.

|                                                                                 |  |                            |  |
|---------------------------------------------------------------------------------|--|----------------------------|--|
|                                                                                 |  |                            |  |
| <b>By: Broker or Licensee Authorized by Broker</b>                              |  | <b>SELLING BROKER/FIRM</b> |  |
| _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm |  |                            |  |
| <b>Date</b>                                                                     |  | <b>ADDRESS:</b>            |  |
|                                                                                 |  | <b>PHONE:</b>              |  |
| <b>PRINT/TYPE NAME</b>                                                          |  | <b>Email:</b>              |  |

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