

This Agreement is made and entered into on this ____ day of _____, 20_____, by and between:
_____, a _____ (insert state) corporation and its designated agent _____
with its principal office located at: _____ (Hereinafter referred to as the "Broker"),
and Seller(s):
Full Name(s): _____
Address of Property: _____
(Hereinafter referred to individually or collectively as the "Seller").

1. Purpose

This Agreement is intended to supplement the existing Exclusive Right of Sale Listing Agreement between the parties. It outlines and governs additional services provided by Broker that are outside the scope of traditional listing brokerage services, which may be necessary in the context of legal proceedings affecting the property.

2. Additional Services

Broker may provide, but is not limited to, the following services:

Coordinating with attorneys, mediators, or court personnel
Attending mediation or court proceedings as a non-party witness
Preparing comparative market analysis (CMA) or property valuation updates upon request of counsel
Coordinating property repairs, inspections, or appraisals
Serving as a neutral party for property access and scheduling between Sellers
Managing disputes or communications between divorcing parties as it pertains to the sale
Document retrieval, analysis, storage or preparation outside standard MLS or listing protocols
Providing sworn testimony or affidavits, if required
Any other reasonable service related to the sale of the property, outside the normal listing process

3. Fees for Additional Services

Broker shall be compensated by seller for the above services at the following hourly rate, depending on the type and complexity of the services performed:

Hourly Rate Range: \$_____ up to \$_____ per hour

Routine administrative support: \$_____/hr

Mediation or legal liaison services: \$_____/hr

Court-related attendance, testimony, or complex coordination: \$_____/hr

Broker shall maintain a log of time spent and will provide itemized statements with each monthly invoice.

4. Travel and Out-of-Pocket Expenses

All travel expenses directly related to the provision of services under this Agreement shall be reimbursed by Seller(s), including but not limited to:

Air and Ground transportation costs
Lodging, greater than 59 miles outside Broker or Agent designated home or office address
Standard mileage reimbursement at the prevailing IRS rate
Parking, tolls, and accommodations (if applicable)
Meals (when travel exceeds 4 hours or is out of town)
Any third-party service or supply costs incurred on Seller's behalf

THIS SAMPLE IS PROVIDED AS A COURTESY TO STUDENTS. THIS IS NOT LEGAL ADVICE OR
GUARANTEE OF PAYMENT FOR PROVIDED SERVICES.

STUDENTS SHOULD SEEK THE ADVICE OF THEIR BROKER AND LEGAL COUNSEL.

5. Payment Terms

Invoices shall be issued monthly on or around the last business day of each month.

Payment is due within 15 days of the invoice date.

Broker reserves the right to suspend services if payment is not received in a timely manner.

Initial charges will begin as of the date the first billable service is rendered and will continue until the last service is completed or the services associated with listing are terminated by Broker.

Seller(s) agrees that Broker may have all outstanding payments owed to Broker from proceeds of sale at closing of subject property, with no further written permission required by and for closing title company or attorney's office.

6. Acknowledgments and Agreement

Seller(s) acknowledges that:

This Agreement does not modify the commission terms in the standard listing agreement.

These services are separate and billed independently of any commission due upon sale.

Broker is acting as a real estate professional only and not as a mediator, legal counsel, or fiduciary for the divorce process. Communication between seller(s) attorney's and broker, as directed by Seller(s), may result in additional fees charged by their own legal counsel. Broker is not responsible for costs associated with fees charged by Seller(s) attorney related to the sale of the property.

Broker is legally obligated to adhere to the terms of a marital settlement agreement as it relates to the disposition of the subject property,

Seller(s) has _____ (or) _____ has not (check one) entered into a written agreement between divorcing parties relating to the sale of their marital property, as described in this agreement. If Seller(s) has entered into written agreement regarding the sale of the subject property, Seller(s) to provide Broker a written copy of the agreement within 2 calendar days of the effective date of this agreement.

7. Termination

Either party may terminate this Agreement with 30 days' written notice. Seller(s) remains responsible for all services rendered up to the effective date of termination.

8. Governing Law

This Agreement shall be governed by and construed under the laws of the State of _____. All controversies, claims, and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be settled by first attempting mediation under the rules of the American Arbitration Association or other mediator agreed upon by the parties. If litigation arises out of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and costs, unless the parties agree that disputes will be settled by arbitration as follows: Arbitration: By initialing in the space provided, Seller(s) (____) (____), and Broker or Authorized Associate (____) agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which the Property is located in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision of this Agreement or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees, and will equally split the arbitrator's fees and administrative fees of arbitration.

9. Seller(s) Disclosure

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Seller(s) _____ is (or) _____ is not (check one) represented by legal counsel: If represented, attorney(s) name and contact information are indicated below.

Seller Name: _____

Seller Name: _____

Attorney Name: _____

Attorney Name: _____

Attorney Phone: _____

Attorney Phone: _____

Attorney Email: _____

Attorney Email: _____

Special considerations may be present during the sale of the property that restrict the ability to communicate between Seller parties. Broker requires Seller(s) to disclose the presence of issues that may affect the health and safety of either Seller(s) or Broker and it's agents. Seller(s) shall use the space below to indicate the presence of restraining orders or any legal restriction of communication tools, or any other issue for Broker to be aware of:

10. Entire Agreement

This document, along with the primary listing agreement, constitutes full and complete understanding between the parties. Any modification must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Company Name _____

By: _____

Name: _____

Title: _____

Date: _____

Seller(s):

Seller(s):

Signature: _____

Signature: _____

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GUARANTEE OF PAYMENT FOR PROVIDED S
STUDENTS SHOULD SEEK THE ADVICE OF THE

Print Name: _____

Date: _____

Print Name: _____

Date: _____

SAMPLE

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