



COOPERATING BROKER COMPENSATION AGREEMENT AND ESCROW INSTRUCTIONS (CBC)

1. Identity of Seller's Brokerage Firm, Property and Seller:

_____ ("Seller's 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 _____ California ("Property") for _____ ("Seller").

2. Identity of Buyer's Brokerage Firm and Buyer:

_____ ("Buyer's Broker") is a real estate broker representing _____ ("Buyer"), who has offered, is contemplating making an offer, or has entered into a contract, to purchase or lease the Property.

3. **Offer Regarding Compensation:** Seller's Broker agrees to pay Buyer's Broker compensation in the amount of _____% of the selling (or leasing price) or \$_____. This Agreement is contingent upon (i) Buyer and Seller entering into a purchase agreement or lease for the Property, and Buyer's Broker being confirmed as the agent of Buyer, and (ii) for a purchase, the Seller and Buyer closing escrow pursuant to that agreement.

4. **Sale to Tenant Procured by Buyer's (Tenant's) Broker:** If Property is listed for lease and Tenant's Broker procures a tenant for the property, and during the term of the lease or any extension, that tenant becomes a buyer and acquires the Property, Tenant's Broker compensation on the sale shall be _____% of the selling (or leasing price) or \$_____.

5. **Broker Instruction to Escrow Holder:** Seller's Broker and Buyer's Broker instruct Escrow Holder to disburse to Buyer's Broker the amount specified in paragraph 3 or 4, out of Seller's 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.

7. **Dispute Resolution:**

- A. **Mediation:** (1) Seller's Broker and Buyer's Broker agree to mediate any dispute or claim arising between them under this Agreement, before resorting to arbitration or court action; (2) Mediation fees, if any, shall be divided equally among the parties involved.
- B. **Arbitration:** Seller's Broker and Buyer's Broker agree that any dispute or claim between them arising out of the Agreement, which is not settled through mediation, shall be decided by arbitration conducted by the Association of Realtors® to which the Seller's Broker belongs.

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

Seller's Broker (Firm) _____ DRE Lic# _____
By (Agent) _____ DRE Lic# _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Buyer's Broker (Firm) _____ DRE Lic# _____
By (Agent) _____ DRE Lic# _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____