



SELLER PAYMENT TO BUYER'S BROKER

(C.A.R. Form SPBB, 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☐ Other _____, dated 02/12/2024, ("Agreement")
on property known as 123 MAIN ST, SAN MATEO CA, , ("Property")
in which BUYER 1, BUYER 2 is referred to as ("Buyer"),
and SELLER 1, SELLER 2 is referred to as ("Seller").

INSTRUCTIONS:

- Only use this form if:

- (i) Buyer and Buyer's Agent have **ALREADY ENTERED INTO A BUYER REPRESENTATION AGREEMENT** (C.A.R. Form BRBC);

- AND** (ii) Buyer has an obligation to pay Buyer's Broker compensation pursuant to the representation agreement after first deducting any amount that Buyer's Broker will be receiving from Seller's broker through the MLS or other agreement (C.A.R. Form CBC);

- AND** (iii) Buyer is asking Seller to pay Buyer's Broker all or a portion of the balance due Buyer's Broker under the representation agreement. This amount shall be entered into paragraph 3.

- Seller may accept, reject or counter this term, as with any other term in Buyer's offer.

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker (real estate commissions include all compensation and fees to Broker).

- BUYER REPRESENTATION AGREEMENT WITH COMPENSATION:** Buyer has entered into a written agreement to compensate Buyer's Broker 2.500 % of the purchase price OR, if checked ☒ \$ 50,000.00 for purchase of the Property.
- COMPENSATION FROM SELLER'S BROKER TO BUYER'S BROKER:** As of the date this Seller Payment for Buyer's Broker document is signed by Buyer, and pursuant to the MLS (or ☐ _____), Seller's Broker has agreed to pay Buyer's Broker _____ % of the purchase price OR, if checked ☒ \$ 10,000.00 upon completion of the transaction.
- SELLER PAYMENT TO BUYER'S BROKER (SHALL NOT BE GREATER THAN THE AMOUNT IN PARAGRAPH 1 MINUS THE AMOUNT IN PARAGRAPH 2):** Seller agrees to pay Buyer's Broker _____ % of the purchase price OR, if checked ☒ \$ 40,000.00 (insert a percentage or an amount which is no greater than the applicable percentage or amount in **paragraph 1** less the applicable percentage or amount in **paragraph 2**).
- Buyer authorizes escrow holder, upon request, to deliver to Seller a copy of the portion of the written agreement between Buyer and Buyer's Broker identifying the amount of compensation Buyer has agreed to pay Buyer's Broker.
- If Buyer's Broker is the same as Seller's Broker, then the amount specified in the MLS shall apply in the manner specified in **paragraph 2** and **3**. Additionally, if Broker has agreed in a listing agreement to a reduced amount of compensation in the event of dual agency, the amount of compensation specified in the MLS will still apply to offset the compensation that Buyer has agreed to pay Buyer's Broker.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept, and have received a Copy of this Seller Payment for Buyer's Broker.

Buyer _____ BUYER 1 Date _____
Buyer _____ BUYER 2 Date _____
Seller _____ SELLER 1 Date _____
Seller _____ SELLER 2 Date _____

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