

M.A. SMITTY & CO.

AUCTION & REALTY

COMPENSATION AGREEMENT BETWEEN LISTING & SELLING BROKER

1 This compensation agreement ("Agreement") is entered into this _____ day of _____, _____ and relates to:
2 3611 Buffalo Grass Drive Christiana TN 37037 ("Property")
3 and _____ ("Buyer").

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

6 Listing Broker (Firm Name) M. A. Smitty & Co.

7 Listing Firm Address: 3173 S. Church Street Murfreesboro TN 37127

8 Selling Broker (Firm Name) _____

9 Selling Firm Address: _____

10 Selling Broker shall receive the following compensation: \$ _____ or 3 % of the purchase price of the Property.

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

- 12 1. This Agreement shall supersede any previous agreements entered into by the parties.
- 13 2. Listing Broker shall have no obligation to the Selling Broker for compensation relating to the above referenced Property,
14 Buyer, and Selling Broker if the Purchase and Sale Agreement that Selling Broker is involved in does not close.
- 15 3. There shall be no reduction, change or modification to compensation without prior consent of all Brokers involved.
- 16 4. If either licensee, subsequent to entering into this Agreement, unilaterally agrees to a reduction in compensation to be
17 received by the licensee's broker without the consent of the other licensee, the amount of reduction shall be deducted solely
18 from the licensee's broker that reduced the compensation.
- 19 5. Listing Broker shall have no obligation to pay above compensation to Selling Broker in the event that such is prohibited
20 by a court order and/or instruction from a lender as could occur in situations including but not limited to, short sales,
21 foreclosures, and bankruptcy proceedings. In the event that such compensation is limited and/or prohibited by such order
22 or instruction, Listing Broker shall only be obligated to pay Selling Broker the compensation which is permitted by such
23 order or instruction. Listing Broker shall advise Selling Broker of any such order or instruction and with permission of
24 both parties provide evidence of such as soon as possible.

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

27 n/a

28

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

30 <u>Matthew A. Smitty</u>	<u>M. A. Smitty & Co.</u>
31 By: Broker or Licensee Authorized by Broker	LISTING BROKER/FIRM
32 <u>02/13/2023</u> at <u>1:30 PM</u> o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	<u>3173 S. Church Street</u>
33 Date	ADDRESS: <u>Murfreesboro TN 37127</u>
34 <u>Matthew A. Smitty</u>	PHONE: <u>615-890-4545</u>
35 PRINT/TYPE NAME	Email: <u>smitty@smittyauction.com</u>

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

37 _____	_____
38 By: Broker or Licensee Authorized by Broker	SELLING BROKER/FIRM
39 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____
40 Date	ADDRESS: _____
41 _____	PHONE: _____
42 PRINT/TYPE NAME	Email: _____

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