



## REGISTRATION COMPENSATION AGREEMENT BETWEEN BROKERS

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### 1. PARTIES: The parties to this Agreement are:

Listing/Principal Broker: \_\_\_\_\_  
Full Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_ Phone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

Cooperating Broker: \_\_\_\_\_  
Full Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-Mail/Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

### 2. PROPERTY: "Property" means the following real property in Texas, together with all its improvements and fixtures:

Full Address or Description: \_\_\_\_\_  
City: \_\_\_\_\_ County: \_\_\_\_\_ Zip: \_\_\_\_\_  or as  
described in an attached exhibit. Legal Description (*Identify exhibit if described on attachment*):  
\_\_\_\_\_  
\_\_\_\_\_

### 3. REGISTRATION: Cooperating Broker registers \_\_\_\_\_ (ClientProspect) with Listing/Principal Broker. Listing/Principal Broker represents the owner of the Property (Owner), and Cooperating Broker represents ClientProspect.

### 4. TERM: This Agreement begins on \_\_\_\_\_ and ends at 11:59 pm on \_\_\_\_\_.

### 5. COOPERATING BROKER'S FEES: Listing/Principal Broker is not obligated to pay Cooperating Broker a fee until such time as Cooperating Broker's fee is earned and payable. Cooperating Broker's fees are earned when Prospect enters into a binding agreement to buy or lease all or part of the Property at any price. Cooperating Broker's fees are payable in the amounts stated below at the specified times.

#### A. Fees: When Earned and Payable, Listing/Principal Broker will pay Cooperating Broker (*complete all that apply*): (1) (Sale) % of the sales price or \$ \_\_\_\_\_. (2) (Lease) % of one full month's rent Client is obligated to pay under the lease or \$ \_\_\_\_\_.

#### B. Earned and Payable: Cooperating Broker's fees are Earned when Client enters into a binding agreement during the Term to buy or lease all or part of the Property at any price. Cooperating Broker's fees are Payable (i) if Cooperating Broker is the procuring cause of the sale or lease and (ii) when a lease is executed or when a sale closes, either during the Term or after it ends. Listing/Principal Broker is not obligated to pay Cooperating Broker any fee if, through no fault of the Listing/Principal Broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the Listing/Principal Broker to collect its fee under the separate agreement with Owner. Any escrow or closing agent is authorized to pay Cooperating Broker's fee from Listing/Principal Broker's fee at closing.

#### C. Related Parties: If a related party of Client agrees to purchase or lease all or part of the Property during the Term, Cooperating Broker will be entitled to all compensation under this Agreement as if Client had acquired the Property. "Related party" means any assignee of Client, any family member or relation of Client, any officer, director, or partner of Client, any entity owned or controlled by Client, in whole or part, and any entity that owns or controls Client, in whole or part.

#### A. Sales:

(1) If Prospect enters into a binding agreement to buy all or part of the Property at any price on or before \_\_\_\_\_, Listing/Principal Broker will pay Cooperating Broker a fee equal to:

(a) \_\_\_\_\_ % of the sales price.  
 (b) \_\_\_\_\_

(2) The fee is payable when Listing/Principal Broker receives Listing/Principal Broker's fee under a separate agreement with the owner of the Property. Any escrow or closing agent may pay Cooperating Broker's fee from Listing/Principal Broker's fee at closing.

**B. Leases:**

(1) Primary Lease:

(a) If Prospect leases all or part of the Property on or before \_\_\_\_\_, Listing/Principal Broker will pay Cooperating Broker a fee equal to:

(1) \_\_\_\_\_ % of all rents to be paid for the term of the lease.  
 (2) \_\_\_\_\_

(b) The fee under Paragraph 4B(1) is payable when Listing/Principal Broker receives Listing/Principal Broker's fee under a separate agreement with the owner of the Property according to the following schedule:

(1) in one payment upon \_\_\_\_\_.

(2) in two payments as follows: one-half of the fee at the time the lease is executed and the remainder on the date the lease commences.

(3) \_\_\_\_\_

(2) Renewals:

(a) If Prospect leases all or part of the Property and subsequently extends, renews, or expands the lease (including new leases for more, less, or different space in the same building or complex for commercial properties), Listing/Principal Broker will pay Cooperating Broker a fee equal to:

(1) \_\_\_\_\_ % of all rents to be paid for the term of the extension, renewal, or expansion.  
 (2) \_\_\_\_\_

(b) The fee under this Paragraph 4B(2) is payable when Listing/Principal Broker receives Listing/Principal Broker's fee for the extension, renewal, or expansion under a separate agreement with the owner of the Property. This Paragraph 4B(2) survives termination of this agreement.

(3) Subsequent Sale to a Tenant:

(a) If Prospect leases all or part of the Property and later agrees to buy all or part of the Property within the term of the lease or within 180 days after the date the lease ends, Listing/Principal Broker will pay Cooperating Broker a fee equal to:

(1) \_\_\_\_\_ % of the gross sales price.  
 (2) \_\_\_\_\_

(b) The fee under this Paragraph 4B(3) is payable at the time Listing/Principal Broker receives Listing/Principal Broker's fee under a separate agreement with the owner of the Property. This provision survives termination of this agreement.

**C. Related Parties:** If a related party of Prospect agrees to buy or lease all or part of the Property within the term of this agreement, Cooperating Broker will be entitled to all compensation under this agreement as if Prospect had acquired the Property. "Related party" means any assignee of Prospect, any family member or relation of Prospect, any officer, director, or partner of Prospect, any entity owned or controlled, in whole or part, by Prospect, and any entity that owns or controls Prospect, in whole or part.

Registration Compensation Agreement concerning \_\_\_\_\_

**5. ADDENDA:** Addenda made part of this agreement are: \_\_\_\_\_

**6. ENTIRE AGREEMENT:** This Agreement is the entire agreement of the parties and may not be changed except by written agreement. This Agreement supersedes any prior agreement between the parties concerning the same subject matter.

Listing/Principal Broker's Printed Name      License No.      Cooperating Broker's Printed Name      License No.

Listing/Principal Broker's Signature      Date      Cooperating Broker's Signature      Date  
( or Broker's Associate)      ( or Broker's Associate)

Listing/Principal Broker's Associate's Printed Name      License No.      Cooperating Broker's Associate's Printed Name      License No.  
No Listing/Principal Broker: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

Cooperating Broker: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_