



TRANSACTION BROKERAGE AGREEMENT

1. PARTIES: This legally binding Agreement ("Contract:") is entered into by Customer(s), _____ ("Customer") and _____ ("Broker") as transaction broker, subject to the terms and conditions stated in this Contract. In accordance with the terms of this agreement, Customer agrees to compensate Broker for facilitating the purchase or sale of real estate as described below. "Broker" is defined as a licensed South Carolina real estate broker-in-charge which includes the broker's associated real estate licensees.

2. PURPOSE OF AGREEMENT: Customer desires to ☐PURCHASE ☐SELL ☐LEASE real property (personal property must be addressed in a separate agreement) described as follows:

Type: ☐ Residential ☐ Commercial ☐ Industrial ☐ Vacant Land ☐ Other _____

Property to **SELL**:

Address: _____

Tax Map Number: _____

List Price: _____

Property to **PURCHASE/LEASE**:

Approximate Price Range: \$ _____

General Property Description: _____

General Location: _____

Other: _____

Customer agrees to compensate Broker \$ _____ or _____% of gross sales/lease price/amount earned for Broker completing the facilitation of the real estate transaction described above during the term beginning on _____ and ending at 11:59 pm on _____.

Customer and Broker agree that Broker shall provide the following customer services to Customer. The Broker shall:

1. Use skill, care, and diligence to facilitate the transaction;
2. Be honest, fair and provide accurate information;
3. Account in a timely manner for all funds received by the Broker on behalf of a party to a real estate transaction;
4. Disclose material adverse facts actually known by the Broker that affect the transaction, or the value or condition of the real property and that are not readily ascertainable;
5. Promptly present all written offers and counteroffers involving the sale, lease or exchange of property even when the property is subject to a contract of sale;
6. Keep information confidential as requested in writing by the Customer.

Customer agrees to waive all confidentiality except for that information the Customer requests, in writing, be kept confidential. Customer agrees that Broker is not an agent of the Customer, Customer has not established a client relationship with the Broker, and that the Broker is not acting in a fiduciary capacity. Customer agrees that the Broker is not an advocate for the interests of the Customer. Customer agrees to be responsible for verifying wiring instructions.

PAYMENT WOULD BE DUE IN THE EVENT OF DEFAULT BY THE COMPENSATING PARTY. COMPENSATION FOR THE PURPOSES/ACTIVITIES DESCRIBED ABOVE IS NOT SET BY LAW AND IS FULLY NEGOTIABLE BETWEEN THE PARTIES.

3. DISCLOSURE: The parties agree that compensation being paid under this Agreement will be disclosed to all parties to the transaction that generate the compensation payment. The Broker's compensation from all sources in any transaction subject to this Agreement cannot exceed the maximum calculated above unless an amendment pursuant to this section allows a higher amount

PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT

Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the LLR's SC Disclosure of Real Estate Relationships, any transaction brokerage agreements, and copies of these documents.

Customer: _____ **Date:** _____ **Time:** _____

Customer: _____ **Date:** _____ **Time:** _____

BROKER: _____ **Date:** _____ **Time:** _____

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