

# INSTRUCTIONS TO CLOSING ATTORNEY/ COMMISSION CONFIRMATION AGREEMENT



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This Commission Confirmation Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and relates to that Purchase and Sale Agreement and/or an offer to purchase property dated \_\_\_\_\_ by and between \_\_\_\_\_ ("Seller") and \_\_\_\_\_ ("Buyer") for property located at \_\_\_\_\_ ("Property").

1. The undersigned Listing Broker is to be paid a real estate commission by the Seller upon the closing of the above referenced Agreement.
2. Listing Broker agrees to share its commission with the undersigned Selling Broker as set forth below:  
Selling Broker shall receive a commission of \_\_\_\_\_ percent (%) of the purchase price of Property or \$\_\_\_\_\_.  
Listing Broker shall receive a commission of \_\_\_\_\_ percent (%) of the purchase price of Property or \$\_\_\_\_\_.
3. This Agreement is subject to the following terms and conditions:
  - A. This Agreement shall control over and supersede any previous agreements entered into by the parties.
  - B. Listing Broker shall have no obligation to the Selling Broker for a commission if the Purchase and Sale Agreement referenced above does not close.
  - C. Neither broker shall have the authority to reduce, change or modify the commission to be paid to other broker as set forth above without the written consent of the other broker. If either broker, subsequent to entering into this Agreement, unilaterally agrees to a reduction in the commission to be paid by Seller without the consent of the other broker, the amount of the reduction shall be deducted solely from the commission amount to be paid to the broker agreeing to the reduction.
  - D. If the Seller pays less than the full commission owed, absent the agreement of either or both of the brokers, each broker shall be paid their pro rata share of the commission actually paid based on the percentages set forth in paragraph 2 above.
4. Listing Broker and/or Selling Broker shall provide the closing attorney with a copy of this Agreement prior to closing.
5. The Listing Broker and Selling Broker do hereby direct the closing attorney to disburse to the Listing Broker and the Selling Broker at closing their respective shares of the commission in accordance with the terms and conditions of this Agreement and any written amendments thereto.
6. Notwithstanding the above, signing this Agreement shall not, unless otherwise specifically provided for herein, waive or limit the right of the Selling Broker or Listing Broker to challenge, after the closing, either the entitlement to, or the amount of any commission paid hereunder, or to assert any claim or seek arbitration regarding the same.

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

\_\_\_\_\_  
Selling Broker  
By: \_\_\_\_\_  
Broker or Broker's Affiliated Licensee  
Broker's Phone: \_\_\_\_\_ & FAX# \_\_\_\_\_

\_\_\_\_\_  
Listing Broker  
By: \_\_\_\_\_  
Broker or Broker's Affiliated Licensee  
Broker's Phone: \_\_\_\_\_ & FAX# \_\_\_\_\_