

202 Birch Avenue
Buyer-Agent Commission Agreement

Property: 202 Birch Avenue, Princeton, NJ 08540

Seller(s): _____

Buyer's Agent / Brokerage: _____

Buyer(s) (if known): _____

Date: _____

This agreement sets forth the terms under which the Seller will compensate the Buyer's Agent ("Agent") for procuring a ready, willing, and able buyer for the above-referenced property.

1. Agency Status

- The Agent represents the Buyer(s) exclusively and acknowledges that the Seller is self-represented (FSBO).
- The Agent confirms that they are duly licensed in the State of New Jersey and in good standing.

2. Compensation

- The Seller agrees to pay the Agent a commission in the amount of _____ % (to be filled in) of the final purchase price, or a flat amount of \$_____, as negotiated.
- This commission is earned and payable only upon the successful closing of a purchase contract between the Seller and a buyer procured by the Agent.
- No commission is due if the transaction does not close for any reason, unless otherwise agreed in writing (e.g., Seller default after removal of contingencies).

3. Registration of Buyers

- The Agent will register any prospective buyer with the Seller before or immediately after a showing/preview by emailing the buyer's name and contact details to alfons.flatscher@202birch.com.
- Only registered buyers are eligible for commission protection. If multiple agents register the same buyer, the Seller will rely on documented showing/offer activity to determine procuring cause.

4. Offer Submission

- All offers from the Agent's buyer(s) must be submitted in writing to alfons.flatscher@202birch.com and include proof of funds or a lender pre-approval.
- The Agent's compensation (percentage or flat fee) must be clearly stated in the initial offer or accompanying email.
- The Agent remains responsible for guiding their buyer through inspections, contingencies, and closing logistics.

5. Unrepresented Buyers

- If the Agent introduces buyers who later elect to proceed without representation, the Agent must notify the Seller immediately. Any compensation adjustments will be discussed case-by-case.

6. Independent Contractor

- The Agent is an independent contractor. The Seller bears no responsibility for the Agent's tax obligations, brokerage fees, or errors/omissions insurance.

7. Entire Agreement

- This document, along with the executed purchase contract, constitutes the entire commission agreement between the parties. Any changes must be made in writing and signed by both the Seller and the Agent.

Seller
Signature: _____

Printed Name: _____

Date: _____

Buyer's Agent

Signature: _____

Printed Name: _____

Brokerage: _____

License : _____

Date: _____

Optional Brokerage Signature (if required):

Broker/Manager: _____

Date: _____

Please return the signed agreement via email to alfons.flatscher@202birch.com prior to or immediately following the buyer preview/showing.