



FSBO/BUILDER COMPENSATION AGREEMENT (NOT A ONE-TIME LISTING CONTRACT)

1 For use only by members of the Indiana Association of REALTORS®

2 This Compensation Agreement is dated _____, by and between
3 KWIN16: Keller Williams Indianapolis ("Broker"), and
4 _____ ("Seller").

5 (Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.)

6 Seller is the owner of property commonly known as _____
7 _____, _____, Indiana, Zip _____
8 (the "Property").

9 Seller is attempting to sell Property without the assistance of a licensed real estate broker.

10 Broker has a client, _____ ("Buyer"),
11 to whom Broker would like to show Seller's Property.

12 If Seller sells Property to Buyer, Seller agrees to pay Broker a commission equal to Five Point Sixty-Five
13 _____ percent (5.650 %) of the selling price, not less than \$ ---- U.S. Dollars.
14

15 If Seller enters into a Purchase Agreement to sell Property to Buyer at any time within _____ days from the date
16 that Seller signs this Agreement, Seller shall pay the commission to Broker at closing.

17 Unless indicated otherwise in the Purchase Agreement, the undersigned broker shall act as Escrow Agent for Earnest
18 Money.

19 This Agreement does not authorize Broker to show the Property to other prospective buyers other than the Buyer
20 named above, nor obligate the Seller to pay a commission to Broker, except in connection with a sale of the Property
21 to Buyer.

22 Seller acknowledges the following:

- 23 (1) That Broker's agency relationship with the Buyer has been previously verbally disclosed to the Seller. As a
24 buyer's agent, Broker owes the duties of trust, loyalty, confidentiality, accounting and disclosure to the Buyer.
- 25 (2) That Broker is promoting solely the interests of the Buyer in this transaction, and any material or confidential
26 information given to the Broker by the Seller will be disclosed to Buyer if in the Buyer's interests.
- 27 (3) That Seller's payment of the commission to Broker does not create any agency relationship between the Seller
28 and the Broker, except that Broker shall treat Seller honestly.

29 FURTHER CONDITIONS: _____
30 _____
31 _____
32 _____
33

34 Attorney's Fees: Any party to this Agreement who is the prevailing party in any legal action or equitable proceeding
35 against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled to
36 recover court costs and reasonable attorney's fees from the non-prevailing party.

(Property Address)
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37 This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an
38 original, but all of which together shall constitute one and the same instrument. The parties agree that this Agreement
39 may be transmitted between them electronically or digitally. The parties intend that electronically or digitally
40 transmitted signatures constitute original signatures and are binding on the parties. The original documents shall be
41 promptly delivered, if requested.

42 Seller consents to receive communications from Broker via telephone, U.S. mail, email and facsimile at the
43 numbers/addresses provided to Broker unless Seller notifies Broker in writing to the contrary.

44 **Seller acknowledges that Seller has thoroughly read and understands this Agreement and acknowledges**
45 **receipt of same. Seller further acknowledges that this Agreement is binding upon all parties, their heirs,**
46 **administrators, executors, successors and assigns.**

47 _____
48 AGENT IN LICENSE # SELLER'S SIGNATURE DATE

49 _____
50 BROKER OR COMPANY IN LICENSE # PRINTED

51 _____
52 ACCEPTED BY: MANAGING BROKER SELLER'S SIGNATURE DATE

53 _____
54 PRINTED



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(Property Address)