



# 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 **Four Point Eighty-Eight**  
13 \_\_\_\_\_ percent ( **4.880** %) 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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**Form #32. Copyright IAR 2022**



(Property Address)