

# Private Seller's Fee Agreement

Between

\_\_\_\_\_ (Seller) And \_\_\_\_\_ (Realtor©)  
\_\_\_\_\_ (Seller) \_\_\_\_\_ (Agency Name)  
\_\_\_\_\_ Address \_\_\_\_\_ Address  
\_\_\_\_\_ City, Prov, PC \_\_\_\_\_ City, Prov, PC  
\_\_\_\_\_ Phone \_\_\_\_\_ Phone  
\_\_\_\_\_ Fax \_\_\_\_\_ Fax  
\_\_\_\_\_ Email \_\_\_\_\_ Email

In consideration of the Realtor© introducing the Buyer to the Seller or showing to the Buyer the property located at \_\_\_\_\_, the Seller and the Realtor hereby agree as follows:

- 1) The Seller(s) is (are) the owner of the Property, or is (are) the duly authorized representative(s) of the Owner(s)
- 2) The Seller(s) will pay to the Realtor©, given a successful negotiation of an accepted offer, a (Choose one only, and draw a line through the other not chosen)
  - Flat fee of \$ \_\_\_\_\_ or
  - Variable fee of \_\_\_\_\_ percent of the agreed selling pricePlus applicable sales tax on the closing of the sale to the Buyer
- 3) The Buyer is \_\_\_\_\_ (name(s) of proposed Buyer(s))
- 4) The Realtor© may not place any sign upon the Property
- 5) The Realtor© may retain the deposit paid by the Buyer in trust pending the closing of the sale
- 6) The Realtor© is acting as agent for the Buyer and does not owe any agency duties to the Seller(s), save conveying information, and presentation of all offers and counter-offers, from and to the Buyer, all in a timely manner
- 7) The Seller(s) makes no representations or warranties regarding the Property to the Realtor©
- 8) The Seller(s) and the Realtor© acknowledge that this Agreement fully sets out the terms of the Agreement between them and
- 9) This Agreement shall be binding upon and benefit not only the parties but their respective heirs, executors, administrators, successors and assigns

AGREED, SIGNED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ (Seller) And \_\_\_\_\_ (Realtor©)

\_\_\_\_\_ (Seller)

