



COMMERCIAL REGISTRATION AGREEMENT BETWEEN BROKERS

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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1. PARTIES: The parties to this agreement are:

Listing/Principal Broker: _____

Address: _____

Phone: _____

E-mail: _____

Fax: _____

Other: _____

Cooperating Broker: _____

Address: _____

Phone: _____

E-mail: _____

Fax: _____

Other: _____

2. PROPERTY: "Property" means the following real property in Texas, together with all its improvements and fixtures:

Address: _____

City: _____ County: _____ Zip: _____

Legal Description (*Identify exhibit if described on attachment*): _____

3. REGISTRATION: Broker registers _____

(Prospect) with Listing/Principal Broker. Listing/Principal Broker represents the owner of the Property and Cooperating Broker represents Prospect.

4. COOPERATING BROKER'S FEE: Listing/Principal Broker is not obligated to pay Cooperating Broker a fee until such time as Cooperating Broker's fee is earned and payable. Cooperating Broker's fees are earned when Prospect enters into a binding agreement to buy or lease all or part of the Property at any price. Cooperating Broker's fees are payable in the amounts stated below at the specified times.

A. Sales:

(1) If Prospect enters into a binding agreement to buy all or part of the Property at any price on or before _____, Listing/Principal Broker will pay Cooperating Broker a fee equal to:

(a) _____ % of the sales price.

(b) _____.

(2) The fee is payable when Listing/Principal Broker receives Listing/Principal Broker's fee under a separate agreement with the owner of the Property. Any escrow or closing agent may pay Cooperating Broker's fee from Listing/Principal Broker's fee at closing.

B. Leases:

(1) Primary Lease:

(a) If Prospect leases all or part of the Property on or before _____, Listing/Principal Broker will pay Cooperating Broker a fee equal to:

- (1) _____% of all base rents to be paid over the term of the lease and the same percentage of the following items to be paid over the term of the lease: expense reimbursements, and _____.
- (2) _____.

(b) The fee is payable when Listing/Principal Broker receives Listing/Principal Broker's fee under a separate agreement with the owner of the Property according to the following schedule:

- (1) in one payment upon _____.
- (2) in two payments as follows: one-half of the fee at the time the lease is executed and the remainder on the date the lease commences.
- (3) _____.

(2) Renewals:

(a) If Prospect leases all or part of the Property and subsequently renews, extends, or expands the lease, (including new leases for more, less, or different space in the same building or complex), Listing/Principal Broker will pay Cooperating Broker a fee equal to:

- (1) _____% of all base rents to be paid over the term of the renewal or extension and the same percentage of the following items to be paid over the same term: expense reimbursements based on initial amounts _____;
- (2) _____% of all base rents to be paid over the term of the expansion and the same percentage of the following items to be paid over the same term: expense reimbursements based on initial amounts _____; or
- (3) _____.

(b) The fee is payable when Listing/Principal Broker receives Listing/Principal Broker's fee under a separate agreement with the owner of the Property. This Paragraph 4B(2) survives termination of this agreement.

(3) Subsequent Sale to Prospect:

(a) If Prospect leases all or part of the Property and later agrees to buy all or part of the Property within the term of the lease or within 180 days after the date the lease ends, Listing/Principal Broker will pay Cooperating Broker a fee equal to:

- (1) _____% of the gross sales price; or
- (2) _____.

(b) The fee under this Paragraph 4B(3) is payable at the time Listing/Principal Broker receives Listing/Principal Broker's fee under a separate agreement with the owner of the Property. This provision survives termination of this agreement.

5. SPECIAL PROVISIONS: _____

Registration Agreement concerning: _____

6. **ADDENDA:** Addenda or information that are part of this Listing are: _____

_____.

7. OTHER:

- A. Entire Agreement: This document contains the entire agreement between the parties and may not be changed except by written agreement.
- B. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail specified in Paragraph 1.
- C. Related Parties: If a related party of Prospect agrees to buy or lease all or part of the Property within the term of this agreement, Broker will be entitled to all compensation under this agreement as if Prospect had acquired or leased the Property. "Related party" means any assignee of Prospect, any family member or relation of Prospect, any officer, director, or partner of Prospect, any entity owned or controlled, in whole or part, by Prospect, and any entity that owns or controls Prospect, in whole or part.

Listing/Principal Broker: _____

Cooperating Broker: _____

License No. _____

License No. _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____ License No. _____

Title: _____ License No. _____

Date: _____

Date: _____