

Two compensation agreements listed below.

**The TXR # 2402 Compensation Agreement Between Brokers.**

This doc is to be used to send over to the listing agent of a lease once you talk with the agent about compensation with bringing a tenant for a lease then send this doc over for verification of lease funds that the listing agent told you . Must be filled out with the amount of funds offered and signed by the listing broker or the listing agent.

This doc can also be used to verify compensation for a sale. However for a sale you must send over the Addendum Regarding Broker Fees.

**The TXR # 2406 Addendum Regarding Broker Fees.**

The Addendum Regarding Broker Fees is what must be used for buyers agents to be paid if there are funds available from the listing brokerage. This addendum must be sent over with the offer. Of course, you must inquire about buyers' compensation first from the listing agent. Notice the signers of this document is the seller and the buyer.



# COMPENSATION AGREEMENT BETWEEN BROKERS

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**1. PARTIES:** The parties to this Agreement are:

Listing/Principal Broker: \_\_\_\_\_  
Full Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-Mail/Fax: \_\_\_\_\_

Cooperating Broker: **Texas Premier Realty LLC**  
Full Address: **3834 Deerfield Dr. San Antonio, TX , San Antonio, TX 78218**  
Phone: **(210)844-8683** E-Mail/Fax: **dzip@satx.rr.com**

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

Full Address or Description: \_\_\_\_\_  
 or as described in an attached exhibit.

**3. REGISTRATION:** Cooperating Broker registers \_\_\_\_\_ (Client) with Listing/Principal Broker. Listing/Principal Broker represents the owner of the Property (Owner), and Cooperating Broker represents Client.

**4. TERM:** This Agreement begins on \_\_\_\_\_ and ends at 11:59 pm on \_\_\_\_\_.

**5. COOPERATING BROKER'S FEES:**

- A. **Fees:** When Earned and Payable, Listing/Principal Broker will pay Cooperating Broker (*complete all that apply*):  
 (1) (Sale) \_\_\_\_\_ % of the sales price or \$ \_\_\_\_\_.  
 (2) (Lease) \_\_\_\_\_ % of one full month's rent Client is obligated to pay under the lease or \$ \_\_\_\_\_.
- B. **Earned and Payable:** Cooperating Broker's fees are Earned when Client enters into a binding agreement during the Term to buy or lease all or part of the Property at any price. Cooperating Broker's fees are Payable (i) if Cooperating Broker is the procuring cause of the sale or lease and (ii) when a lease is executed or when a sale closes, either during the Term or after it ends. Listing/Principal Broker is not obligated to pay Cooperating Broker any fee if, through no fault of the Listing/Principal Broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the Listing/Principal Broker to collect its fee under the separate agreement with Owner. **Any escrow or closing agent is authorized to pay Cooperating Broker's fee from Listing/Principal Broker's fee at closing.**
- C. **Related Parties:** If a related party of Client agrees to purchase or lease all or part of the Property during the Term, Cooperating Broker will be entitled to all compensation under this Agreement as if Client had acquired the Property. "Related party" means any assignee of Client, any family member or relation of Client, any officer, director, or partner of Client, any entity owned or controlled by Client, in whole or part, and any entity that owns or controls Client, in whole or part.

**6. ENTIRE AGREEMENT:** This Agreement is the entire agreement of the parties and may not be changed except by written agreement. This Agreement supersedes any prior agreement between the parties concerning the same subject matter.

\_\_\_\_\_  
Listing/Principal Broker's Printed Name License No.

\_\_\_\_\_  
Listing/Principal Broker's Signature Date  
 or Broker's Associate)

\_\_\_\_\_  
Listing/Principal Broker's Associate's Printed Name License No.

**Texas Premier Realty LLC** **9007263**  
\_\_\_\_\_  
Cooperating Broker's Printed Name License No.

\_\_\_\_\_  
Cooperating Broker's Signature Date  
 or Broker's Associate)

\_\_\_\_\_  
Cooperating Broker's Associate's Printed Name License No.



## ADDENDUM REGARDING BROKERS' FEES TO CONTRACT CONCERNING THE PROPERTY AT:

(Address of Property)

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**Note: This addendum should not be used with the Farm and Ranch Contract (TREC 25-15; TXR 1701).**

- A. ADDENDUM CONTROLS:** If any part of this addendum conflicts with a provision in the contract, this addendum will control.
- B. FEES:** Cash fees as specified in this addendum will be paid in \_\_\_\_\_ County, Texas.
- C. LISTING BROKER'S FEE:** Seller shall pay Listing Broker the fee specified in a separate written representation agreement between Seller and Listing Broker.
- D. OTHER BROKER'S FEES:** Other Broker's fees will be paid as specified below, and Buyer shall pay any remaining amount due to Other Broker under a separate written representation agreement between Other Broker and Buyer. **(Check all that apply)**

- (1) Listing Broker shall pay \$ \_\_\_\_\_ or \_\_\_\_\_ % of sales price as contained in a separate written compensation agreement between Listing Broker and Other Broker (such as TXR 2402).
- (2) Seller shall pay: **(Check one box only)**
  - (a) \$ \_\_\_\_\_ or \_\_\_\_\_ % of sales price as contained in a separate written compensation agreement between Seller and Other Broker (such as TXR 2401).
  - (b) \$ \_\_\_\_\_ or \_\_\_\_\_ % of sales price towards Other Broker's fees. (Note: Use this option only if there is no separate written compensation agreement between Seller and Other Broker.)

**Amounts in (1) and (2)(a) are for informational purposes only and do not change compensation listed in separate written compensation agreements. Any amount listed in (2)(b) creates a new obligation for Seller.**

- E. AUTHORIZATION:** Seller and Buyer authorize Escrow Agent to pay Listing and Other Broker at closing in accordance with this addendum or other separate written compensation agreements.

**BROKER FEES ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.** This addendum confirms or creates an obligation for the payment of broker fees. CONSULT AN ATTORNEY BEFORE SIGNING. TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS FORM CAREFULLY.

\_\_\_\_\_  
Buyer's Printed Name

\_\_\_\_\_  
Seller's Printed Name

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer's Printed Name

\_\_\_\_\_  
Seller's Printed Name

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Date