



PARTNERS INVESTMENT PROPERTIES, LLC

**BROKER COOPERATION AGREEMENT**

This agreement between Partners Investment Properties, LLC, (hereinafter referred to as the "Listing Broker") and \_\_\_\_\_ (hereinafter referred to as the "Cooperating Broker") constitutes an agreement to share the real estate brokerage commission to be paid by the Owner to the Listing Broker for the sale of that certain real property as stated below:

**PROPERTY LOCATION/# OF UNITS:** \_\_\_\_\_

RE: **Registration of Prospective Buyer: (All fields must be completed)**

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Client Authorization: \_\_\_\_\_

**\*\*Review Paragraph 3**

In order to be recognized as a Cooperating Broker, and to participate in any real estate brokerage fee received by the Listing Broker, the Cooperating Broker agrees to comply with the following policies and procedures:

1. To register a prospective Buyer with the Listing Broker the Cooperating Broker must:
  - i. Provide Prospective Buyers Name, Company Name, Address and subject property on the Cooperating Broker's letterhead
  - ii. Documentation must include valid Salesperson or Broker license number
  - iii. All fields must be completed or this agreement will be denied and directed back to requesting broker
2. This registration shall only apply to only this property
3. To validate the registration, this agreement must be executed with authorized signatories for both the Listing Broker and the Cooperating Broker. The Client to be registered must provide authorization that said Cooperating Broker is working on behalf of the registered prospective buyer.
4. The Cooperating Broker must either act as an agent of the purchase or as a transaction broker, and shall not be a sub-agent of Partners Investment Properties, LLC
5. Property information furnished by Partners Investment Properties, LLC is to be given only to the registered Prospective Buyer and may not be shared with other prospects or clients or shared with other Brokers or Salespersons within or outside Cooperating Broker's

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organization. It is to be considered confidential and is not to be disassembled or reproduced in any manner, with the exception of one copy for Cooperating Broker's file and use only.

6. Cooperating Broker agrees to send all communication to the Listing Broker and not the Owner of the property, including but not limited to:
  - i. Letter of Intent
  - ii. Purchase & Sale Agreements
  - iii. Counteroffers
7. Cooperating Broker agrees not to contact the Owner of the property directly in any manner without the Listing Broker's written permission. All information sent to the Listing Broker via facsimile must be followed by hard copy via U.S. Mail or courier.
8. Cooperating Broker agrees not to contact the property management or leasing agents for the property or the tenants at the property without the Listing Broker's written consent. All visits or inspections are to be arranged through the Listing Broker.
9. Cooperating Broker agrees to conduct all negotiations regarding the Property through Listing Broker and to not contact Owner except through Listing Broker.
10. If sale is completed, Listing Broker and Cooperating Broker will agree in writing about any publicity concerning the sale. If the Seller has stipulated in the Listing Agreement or otherwise directed that there be no publicity, Cooperating Broker agrees to adhere to that stipulation or directive. Listing Broker will be the only resource to post the article, if the Seller does not stipulate otherwise.
11. In the event that a Broker is also a Principal in the transaction, NO cooperating fee shall be paid.
12. If the Prospective Buyer actually consummates\* a purchase of the Property, Partners Investment Properties, LLC agrees to pay the Cooperating Broker \_\_\_\_%\*\* (**this percentage field must be completed by a Partner only**) of the total brokerage fee received by Partners Investment Properties, LLC or \_\_\_\_% of the purchase price (**this percentage field must be completed by a Partner only**), as and when the brokerage fee is received from the Owner. Until Partners Investment Properties, LLC receives such fee, Partners Investment Properties, LLC will have no obligation whatsoever to Cooperating Broker. If the total commission is paid directly to Cooperating Broker, then the Cooperating Broker agrees to pay Partners Investment Properties, LLC their share of the commission. Notwithstanding any other offer to cooperate, in the event that Partners Investment Properties, LLC does not in fact collect the commission due for a transaction for which Cooperating Broker is entitled to share a commission with Partners Investment Properties, LLC pursuant to this agreement, no commission shall be due or payable from Partners Investment Properties, LLC to Cooperating Broker. In the event a partial commission is collected by Partners Investment Properties, LLC, then the amount collected shall be prorated between Partners Investment Properties, LLC and Cooperating Broker in the same proportion as the full commission would have been divided.

**\*NOTE:** Consummates: Purchaser takes title of the property and performs all of the obligations of the

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Purchase and Sale Agreement.

**\*\*NOTE:** The commission split stated above does not pertain to all properties listed with Partners Investment Properties, LLC. It is at the discretion of Partners Investment Properties, LLC to allow or disallow cooperation between brokers. It is mandatory that the requesting cooperating broker contact the Partners Associate directly to verify the cooperating commission amount before proceeding with the registration of their client.

13. It is understood and acknowledged that the Listing Broker is marketing this property to other prospective buyer's and this agreement in no way restricts that effort, or gives prospective buyer any priority claim on the purchase of the property.
14. Cooperating Broker agrees that in no event shall the Listing Broker be under any obligation or have any liability for payment to the Cooperating Broker of any commission or part thereof earned pursuant to this Agreement unless, until and to the extent Listing Broker has received the Cooperating Broker's share of the commission from the Owner. Listing Broker shall pay the Cooperating Broker its share of amounts due hereunder as and when received from the Owner. Any decision of whether and, if so, when to institute legal proceedings against the Owner for nonpayment of commissions due shall be reserved to the Listing Broker's sole and exclusive discretion.
15. Cooperating Broker agrees to cooperate with the Listing Broker in all respects necessary in the prosecution of claims for commission described hereunder and to share in the cost of such prosecution (including, but not limited to, attorney's fees and cost) in the same proportion as the commission has been agreed to be shared under this Agreement. In the event that Listing Broker is required by a court of law, or agrees as a part of the settlement of litigation or threatened litigation (including, without limitation, arbitration or governmental agency action) to return all or any part of the commission paid by Owner, Cooperating Broker agrees to return its pro rata share of the total amount to be returned to the Owner.
16. Listing Broker reserves the exclusive right to agree with Owner to modify any terms of the Listing Agreement, including an agreement reducing the amount and/or timing of Owner's commission obligation to the Listing Broker, or to terminate or cancel said Listing Agreement with Owner without incurring any obligation to the Cooperating Broker.
17. This Agreement shall become effective upon its execution by both parties and shall continue for 6 months from the effective date of this Agreement. Such Agreement may be extended if negotiations are continuing. Such extension must be in writing and signed by both parties. This agreement may automatically terminate prior to such time in the event of a sale or withdrawal of the property from the market with or without notice from the Listing Broker.
18. This agreement will expire at any time Prospective Buyer terminates Cooperating Broker's Agency by written notice or by appointing another broker to act as its exclusive agent.

This Agreement constitutes the entire agreement between Listing Broker and Cooperating Broker and supersedes all prior discussions, negotiations and agreements, whether oral or written. No amendment, alteration or withdrawal of this Agreement shall be valid or binding unless made in

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writing and signed by both the Listing Broker and the Cooperating Broker. This Agreement shall be binding upon the successors and assignees of the parties.

Any Violation of the provisions contained herein, may, at Listing Broker's sole discretion, terminate Cooperating Broker's right to a commission hereunder, in addition to any other remedies the Listing Broker or any other party may have against the Cooperating Broker, its employee, independent contractors, or assigns.

**COOPERATING BROKER:**

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

License Number: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**LISTING BROKER:**

Partners Investment Properties, LLC

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FAX COMPLETED AGREEMENT TO: 1-800-965-9546**

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