



TRANSACTION COORDINATOR AGREEMENT



Broker/Salesperson ("Broker"): _____

Seller: _____

Buyer: _____

Property: _____

Seller and Buyer acknowledge that in connection with the possible sale/purchase of the property, Broker will not be working as an exclusive agent for either Buyer or Seller, but will be working with both parties in an effort to facilitate the sale/purchase of the Property. As a transaction coordinator, Broker is precluded from undertaking certain duties which would ordinarily be owned by an exclusive agent for one party. These duties include, for example, the duty of complete loyalty and the duty of full disclosure. As transaction coordinator, Broker will not disclose any information as to either parties' motivation or any other information that one party has not authorized Broker to disclose to the other party.

As transaction coordinator, Broker will prepare and present offers and/or counteroffers at the direction of the seller or Buyer. In the preparation of the offers and counteroffers, Broker will act as an intermediary rather than as an active negotiator for either party. In the event a purchase agreement is entered into between Seller and Buyer, Broker will assist both parties in undertaking all steps necessary to carry out the agreement, such as the execution of documents, the obtaining of financing, the obtaining of inspections, etc.

Seller and Buyer acknowledge that Broker is not acting as an attorney, tax advisor, surveyor, appraiser, environmental expert or structural or mechanical engineer for either party.

Broker is not an agent for the seller and therefore has not duty, for example, to obtain the highest possible price for the Property or to continue marketing the Property to other potential purchasers.

Broker is not an agent for the Buyer and therefore has no duty, for example, to obtain the lowest possible price for the Property, to advise the Buyer as to the suitability of this Property, to investigate the Property on behalf of the Buyer or to locate other possible suitable properties for the buyer.

Prior to entering into this Agreement, Broker has acted as:

- _____ listing agent for Property
- _____ selling agent for Property
- _____ buyer's agent for Property
- _____ Other: _____

To the extent that Broker had any prior agency relationship with either Buyer or Seller, Broker is hereby released from that agency relationship. Broker will preserve any confidential information obtained during any prior agency relationship and will not use such confidential information to the detriment of the former client.

In the event Buyer shall purchase the Property from Seller, Broker will be compensated in the amount of \$ _____, or _____% of purchase price of the Property, such compensation to be paid by:

- _____ Seller
- _____ Buyer

SELLER(S)

BUYER(S)

Date: _____

Date: _____

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