



**NEW MEXICO ASSOCIATION OF REALTORS® — 2024
COMPENSATION AGREEMENT AND COOPERATION
BROKER TO BROKER**



The undersigned Cooperating Broker and the undersigned Listing Broker agree to cooperate in connection with the sale or lease of the following Property:

Address (Street, City, State, Zip Code)

Legal Description

or see metes and bounds description attached as Exhibit _____, _____ County, New Mexico.

1. **APPLICATION OF AGREEMENT.** This Agreement applies to the following type(s) of transaction: **(check all that apply)**
 - THE SALE, CLOSING AND FUNDING OF THE PROPERTY**
 - THE LEASING OF THE PROPERTY**

2. **IDENTITY OF BUYER AND/OR TENANT, AS APPLICABLE.** This Agreement applies to the following consumers: **(check one):**
 - A. Any Buyer and/or Tenant produced by Cooperating Broker.
 - B. The Buyer and/or Tenant(s) identified below:
 1. _____
 2. _____
 3. _____

3. **COOPERATION.** Listing Broker and Cooperating Broker shall share all known material facts about the Property and Listing Broker shall provide Cooperating Broker with reasonable access to the Property. Cooperating Broker shall submit all offers for the Property through the Listing Broker. Listing Broker shall present all offers submitted by the Cooperating Broker in accordance with any applicable rules or regulations, including the REALTOR® Code of Ethics. If Cooperating Broker has an exclusive relationship with a potential Buyer and/or Tenant, Listing Broker shall not communicate directly with that potential Buyer and/or Tenant, except with Cooperating Broker's prior approval: however, nothing herein precludes a Listing Broker acting in the capacity of a Property Manager from communicating directly with a Tenant once the Tenant enters into a Lease Agreement. Cooperating Broker shall not communicate directly with Seller/Owner, except with Listing Broker's prior approval.

4. **COMPENSATION.** If the Property is sold or leased to a Buyer and/or Tenant identified in Paragraph 1 of this Agreement during the term of this Agreement, Listing Broker shall pay to Cooperating Broker as compensation _____

 plus, applicable gross receipts tax, upon closing and funding of the transaction provided said buyer is represented by Buyer's Brokerage at the time of the closing and funding.

5. **DEFINITION OF COOPERATING BROKER.** Cooperating Broker means the Broker working with or representing the Buyer and/or Tenant at the time of closing of the sale or signing of lease. Buyer's Brokerage's representation of Buyer and/or Tenant does not require Buyer's Brokerage to have a written representation agreement with Buyer and/or Tenant. The term "Cooperating Broker" shall include all brokers affiliated with the Cooperating Broker as employees or independent contractors, but Cooperating Brokerage may not extend this agreement of cooperation and compensation to any other broker.

6. **TERM.** The Term of this Agreement shall begin on _____, _____ and terminate at 11:59 pm on _____, _____. If the Buyer and/or Tenant and the Seller/Owner are under contract on the Property or are negotiating the sale or lease of the Property on the date this Agreement would otherwise terminate, the term shall be extended through the closing, the date the lease is fully executed or other final disposition of the Property



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identified herein. The word "Term" as used in this Agreement shall include all extensions.

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LISTING BROKER

Listing Firm _____

Broker is is not a REALTOR®

By (Signature) _____

By (Print) _____

Date _____

Time _____

Address (Street, City, State, Zip Code) _____

Business Phone _____

Fax _____

Email Address _____

Qualifying Broker's Name _____

Phone Number _____

Qualifying Broker's NMREC License Number _____

COOPERATING BROKER

Broker is is not a REALTOR®

Cooperating Firm _____

By (Signature) _____

By (Print) _____

Date _____

Time _____

Address (Street, City, State, Zip Code) _____

Business Phone _____

Fax _____

Email Address _____

Qualifying Broker's Name _____

Phone Number _____

Qualifying Broker's NMREC License Number _____