

# COOPERATING BROKER COMPENSATION AGREEMENT



1 Date: 02/03/2025

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3 **1. IDENTITY OF LISTING BROKER AND PROPERTY:** KC Hart

4 \_\_\_\_\_ (hereafter the "Seller Agent") is a real  
5 estate Broker/Salesperson who has entered into a written agreement for the marketing and sale or lease of the real  
6 property commonly known as 438 Colorado Ave, MISSOULA, MT 59802

7 \_\_\_\_\_  
8 \_\_\_\_\_  
9 in the City of MISSOULA, County of Missoula County, Montana (hereafter the  
10 "Property").

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12 **2. IDENTITY OF COOPERATING BROKER:** \_\_\_\_\_

13 \_\_\_\_\_ (hereafter the "Cooperating Agent") is a  
14 real estate Broker/Salesperson who is assisting a potential buyer (hereafter the "Buyer"), who has offered, is  
15 contemplating making an offer, or has entered or is contemplating entering into a contract, to purchase or lease the  
16 Property.

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18 **3. SELLER AGENT COMPENSATION TO COOPERATING AGENT:** Provided the Buyer and the seller of the  
19 Property (hereafter the "Seller") enter into an agreement to purchase the Property within thirty (30) days **OR**   
20 \_\_\_\_\_ days of the execution of this Cooperating Broker Compensation Agreement (hereafter the  
21 "Agreement"), said transaction between Buyer and Seller closes, and Cooperating Agent represented Buyer as  
22 indicated in the purchase agreement for the Buyer's purchase of the Property, Seller Agent agrees to pay  
23 Cooperating Agent, and Cooperating Agent agrees to accept, compensation as follows:

- 24  
25  3% of the full sales price or the total of lease payments over the initial term of the lease; **OR**  
26  \_\_\_\_\_

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28 The compensation payable shall be made at the closing of the transaction involving the sale and purchase of the  
29 Property. Seller Agent authorizes any escrow or closing agent to pay the compensation to Cooperating Agent from  
30 the Seller Agent's compensation at the close of escrow.

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32 **4. ATTORNEY'S FEES:** In case either party engages an attorney's services in regard to this Agreement, or in  
33 case of suit or action on this Agreement filed with a court of law, the prevailing party shall recover collection costs,  
34 court costs, and reasonable attorney's fees.

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36 **5. FAX/COUNTERPARTS/ELECTRONIC SIGNATURES:** This Agreement may be executed in counterparts and,  
37 when all counterpart documents are executed, the counterparts shall constitute a single binding instrument.  
38 Moreover, a signature transmitted by fax or other electronic means will be enforceable against any party, who  
39 executes the Agreement and transmits the signature by fax or other electronic means. The parties hereto, all agree  
40 that the transaction contemplated by this document may be conducted by electronic means in accordance with the  
41 Montana Uniform Electronic Transaction Act.

42  
43  
44 Keller Williams Western MT  
45 Listing Firm

Cooperating Brokerage Firm

46 *KC Hart*  
47 \_\_\_\_\_

dotloop verified  
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\_\_\_\_\_  
\_\_\_\_\_

48 Seller Agent's Signature Date

Cooperating Agent's Signature Date

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**NOTE:** Unless otherwise expressly stated the term "days" means calendar days and not business days. Business days are defined as all days except Sundays and Montana or federal holidays.