

Exhibit H – Sample Listing Agreement Compensation Clause

**Compensation.** If, during the term of the Listing Agreement, the Property is sold, Seller shall pay compensation as follows:

- A. Listing Firm Compensation: \_\_\_\_\_% of the Property's final sales price, or  
\$\_\_\_\_\_ [insert dollar amount]

Where the Buyer chooses to be unrepresented by a brokerage firm, the Listing Firm compensation shall be \_\_\_\_\_% of the property's final sales price, or  
\$\_\_\_\_\_ [insert dollar amount].

- B. Buyer Brokerage Compensation: \_\_\_\_\_% of the Property's final sales price, \$\_\_\_\_\_ [insert dollar amount] shall be paid to the brokerage firm representing the Buyer ("Buyer Brokerage Firm"), including brokers affiliated with Listing Firm and representing Buyer. This offer to compensate Buyer Brokerage Firm may not be rescinded, withdrawn or reduced to any buyer and/or Buyer Broker Firm who notifies Listing Firm or Seller of their intention within the next 72 hours to submit an offer to purchase the Property. In all other instances, this offer may only be modified in writing and agreed upon by Buyer and Buyer Brokerage Firm. Buyer Brokerage Firm is an intended beneficiary of this Listing Agreement.

**Dual Agency:** If the Listing Broker is a disclosed dual agent, representing both Seller and Buyer, and both Seller and Buyer accept Listing Broker as a dual agent, compensation to the Listing Firm shall be \_\_\_\_\_% of the Property's final sales price, or \$ [insert dollar amount]

Compensation shall be due and payable whether the Property is sold to (a) an independent third party; (b) to the Board Managers or Directors of the building in which the Property is located (exercising its right of first refusal), or (c) to a current lease of the Property.