

COMMISSION AGREEMENT

1. **PARTIES** This Agreement is entered into by and between _____ (“Owner”), and **REALASYST.COM** (licensed real estate broker of the State of New York), Rochester, NY 14623, (“Agent”).

2. **PROPERTY COVERED BY AGREEMENT** This Commission Agreement applies to the sale of property known _____ as (a portion of Tax Account # _____) (hereinafter referred to as “Property”).

3. **COMMISSIONS ON SALE** Should a sale or transfer occur under this as a result of marketing the Property, to a Buyer or Buyers (“Buyer”) Owner agrees to pay Agent a commission of _____ percent (___%) of the total sales price, exchange value or donation value (or total value, if combined) as set forth in the purchase agreement. Such Commission shall be paid to Agent whether the Property in its entirety, or any portion thereof, is sold to Buyer.

The commission shall be due and payable in cash at the time of transfer of the title to Property.

4. **OWNER’S AUTHORITY** Owner hereby represents and warrants to Agent that Owner has full legal authority to execute this Agreement and to sell, or otherwise dispose of Property, and that Property is not subject to any prior agreements, options, rights of first refusal, restrictions, delinquencies, defaults under any deed of trust, mortgage, or other encumbrance on the Property, bankruptcy, insolvency, conservatorship, probate or other Court proceeding that would hinder, prevent or restrict the sale of the Property.

5. **GOVERNING LAWS** This Agreement shall be governed by and construed under the laws of the State of New York, regardless of where it is signed or the legal residence or home office of Owner.

6. **COMMISSION OBLIGATIONS** If any commission payments due pursuant to this Agreement are not received by Agent, Owner agrees to pay any legal and collection fees incurred by Agent to collect said commission from Owner, plus interest at a rate of 1.5% per month.

7. **DUAL AGENCY** Owner hereby authorizes Agent to assist and negotiate with any prospective Tenant/Buyer of the Property, and Owner hereby consents to such dual agency.

8. ENTIRE AGREEMENT This document constitutes the entire agreement between the parties hereto and cannot be modified or amended except by an instrument signed by each of the parties hereto.

_____ (OWNER)

By: _____

REALASYST.COM (AGENT)

By: _____

DATED: _____