



NM Apartment Advisors Inc.  
 715 8<sup>th</sup> NW, Albuquerque NM 87102 - Phone: 505.440.TODD Fax: 800.791.4047  
 Tclarke@nmapartment.com  
 www.nmapartment.com

## Cooperation and Commission Agreement between Agents

Property Address: \_\_\_\_\_  
 Property Legal: \_\_\_\_\_  
 Sellers Name: \_\_\_\_\_ Buyers Name: \_\_\_\_\_

In consideration of services to be performed by NM Apartment Advisors, Inc. ("Listing Agent"), and services to be performed by \_\_\_\_\_ of \_\_\_\_\_ company ("Buyer's Agent"), and whereas the agents desire to comply with Agency Law, the agents in the transaction acknowledge and agree to the following:

- 1) The Seller has designated \_\_\_\_\_ as the legal agent of the Owner. Buyer's Agent understands that only that person designated as Owner's Designated Agent will act as Owner's agent.
- 2) The seller is offering the following compensation to the Buyer's Agent: \_\_\_\_\_ % of sales price or \$\_\_\_\_\_ (fixed fee).
- 3) To be eligible for the entire amount in paragraph #2, Buyer's Agent will complete/participate in the following tasks:

Qualify the Buyer	Shop Lenders
Attend all showings	Coordinate with lender
Present all marketing materials	Reassure the buyer
Be the procuring cause	Analyze numbers for the Buyer
Write the offer/letter of intent	Collect Estoppel Certificates (if needed)
Prepare and execute agency documents	Notify Listing Agent immediately of any problems
Present Offer/Counter offer(s)	Verify source of funds and delivery
Collect Earnest Money - deliver to Title Co.	Attend Closing
Order/coordinate/attend inspections in same 4 hour period	Coordinate management transfer
Order Appraisal (check w/Listing agent for approval)	Post Closing follow-up - transfer tax assessment, utility bills, etc.
Verify use will work in current zoning designation	Collect market information needed for appraiser and lender – (rent comparables, sales comparables, economic overview, etc.)

- 4) Per the terms of Owner's Listing agreement, and in the event that Buyer's Agent does not participate the items in Paragraph #3, Owner's Agent shall notify Buyer's Agent in writing of new compensation amount.
- 5) In the event that Owner's Agent, and Buyer's Agent cannot agree on compensation to Buyer's Agent, binding arbitration shall occur through the Commercial Association of Realtors in New Mexico (CARNM).
- 6) Non-Prevailing party shall be responsible for all arbitration/legal expenses for both parties.

The undersigned Agents hereby acknowledges receipt of a copy of this Agreement, and agreed to be bound by it  
 Buyer's Agent \_\_\_\_\_ Agent: \_\_\_\_\_

\_\_\_\_\_  
 Name:

\_\_\_\_\_  
 Company:

\_\_\_\_\_  
 Address:

\_\_\_\_\_  
 Phone:

\_\_\_\_\_  
 Fax:

\_\_\_\_\_  
 Email:

\_\_\_\_\_  
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