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Broker Agreement

This **Broker Agreement** ("**Agreement**") is entered into as of _____ ("**Effective Date**"), by and between the parties below:

Company

Broker

Company and Broker may be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS, Company is engaged in the business of _____ ;

WHEREAS, Broker has experience and expertise in sourcing, introducing, and facilitating business opportunities relevant to Company's operations;

WHEREAS, Company desires to engage Broker to identify and introduce potential clients, customers, or transactions, and Broker agrees to provide such services under the terms set forth in this Agreement.

1. Purpose and Scope

The purpose of this Agreement is to establish the terms under which Broker will act as an independent intermediary to identify, introduce, and facilitate potential business opportunities for Company.

Broker's role is limited to introductions and facilitation unless otherwise expressly agreed in writing. Broker does not have authority to bind Company or enter into agreements on its behalf.

2. Appointment

Company hereby appoints Broker on a non-exclusive basis to perform brokerage services as described in this Agreement. Broker accepts such appointment and agrees to act in good faith and in the best interests of Company.

3. Services

Broker shall:

- Identify and introduce potential clients, customers, partners, or transactions relevant to Company's business;
- Facilitate communications between Company and prospective parties;
- Provide relevant market insights or information where appropriate;
- Support negotiations as requested by Company, without acting as a decision-maker.

Broker shall not:

- Make representations or warranties on behalf of Company;
- Enter into agreements or commitments on behalf of Company;
- Misrepresent Company's products, services, or capabilities.

4. Compensation

In consideration for the services provided, Company shall pay Broker a commission based on successfully completed transactions resulting directly from Broker's introductions.

Commission Structure

Description of Transaction	Commission Rate	Payment Timing

A commission is earned only when:

- A transaction is executed between Company and a party introduced by Broker; and
- Company has received payment from that party.

No commission is payable for transactions that are not completed or where payment is not received by Company.

5. Term

This Agreement shall commence on the Effective Date and continue for a period of _____, unless terminated earlier in accordance with the Termination clause.

6. Termination

Either Party may terminate this Agreement:

- For convenience, by providing _____ written notice to the other Party;
- For cause, if the other Party materially breaches this Agreement and fails to remedy such breach within a reasonable period after receiving written notice.

Upon termination:

- Broker shall cease representing Company immediately;
- Company shall pay any undisputed commissions earned prior to the termination date;
- Broker shall return or delete any confidential information belonging to Company.

Commissions for transactions finalized after termination may be payable only if the transaction directly resulted from Broker's efforts during the term and is completed within _____.

7. Relationship of the Parties

Broker acts as an independent contractor. Nothing in this Agreement creates a partnership, joint venture, employment, or agency relationship beyond the limited brokerage role described herein.

Broker is solely responsible for its own taxes, expenses, and regulatory obligations.

8. Confidentiality

Broker agrees to keep confidential all non-public, proprietary, or sensitive information received from Company and to use such information solely for the purposes of performing under this Agreement.

This obligation continues for _____ after termination of the Agreement.

9. Compliance and Conduct

Broker shall:

- Comply with all applicable laws and regulations;
- Conduct business ethically and professionally;
- Avoid conflicts of interest or disclose them promptly to Company.

Broker shall not engage in misleading, deceptive, or unlawful practices.

10. Non-Circumvention

Company agrees not to intentionally bypass Broker in order to avoid paying commissions for transactions that result directly from Broker's introductions during the term of this Agreement.

11. Limitation of Liability

Neither Party shall be liable to the other for indirect or consequential losses arising out of this Agreement. Each Party's liability shall be limited to direct damages resulting from a breach of this Agreement.

12. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of _____.

Any dispute arising out of or in connection with this Agreement shall be resolved through good faith negotiations. If unresolved, the dispute shall be submitted to the competent courts of _____.

13. Amendments

This Agreement may only be amended or modified by a written document signed by both Parties.

14. Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to its subject matter and supersedes all prior discussions or agreements.

15. Notices

All notices under this Agreement shall be in writing and delivered to the addresses of the Parties stated above or to any updated address notified in writing.

IN WITNESS WHEREOF, the Parties have executed this Broker Agreement as of the Effective Date first written above.

Company

Name

Date

Signature

Broker

Name

Date

Signature

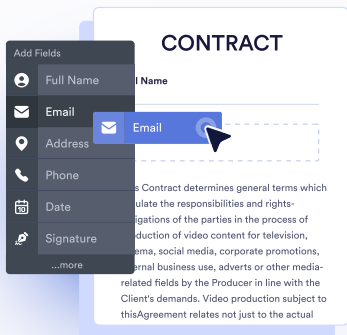


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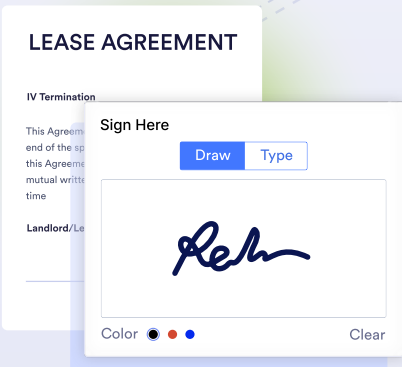
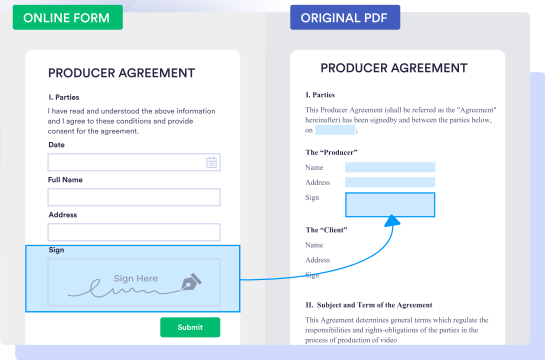
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