Broker Fee Agreement

This **Broker Fee Agreement** ("***Agreement***") is entered into as of ______ ("***Effective Date***") by and between the following parties:

Broker

Client

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

WHEREAS, the Client seeks assistance in identifying, introducing, negotiating, or facilitating potential business opportunities, transactions, or commercial relationships;

WHEREAS, the Broker possesses the experience, industry knowledge, and business contacts necessary to provide such brokerage services; and

WHEREAS, the Parties wish to establish the terms governing the Broker's services and the payment of brokerage fees.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in this Agreement, the Parties agree as follows:

1. Appointment

The Client appoints the Broker, and the Broker accepts the appointment, to provide brokerage services in connection with the following transaction or opportunity:

Unless expressly stated otherwise in this Agreement, the Broker acts as an independent intermediary and is not authorized to bind the Client, enter into agreements on the Client's behalf, or make representations or warranties for the Client.

2. Scope of Services

The Broker shall perform the following services as reasonably required for the Transaction:

- Identifying prospective buyers, sellers, investors, lenders, partners, or other relevant parties.
- Introducing the Client to potential counterparties.
- Facilitating communications between the Parties involved in the Transaction.
- Assisting with preliminary negotiations and coordination.
- Providing market information and commercial insights where appropriate.
- Supporting the progression of the Transaction until completion, subject to the limitations of this Agreement.

The Broker does not guarantee that any Transaction will be completed or that any specific commercial outcome will be achieved.

3. Non-Exclusive or Exclusive Appointment

The Parties acknowledge that this appointment is ______.

If the appointment is exclusive, the Client agrees not to appoint another broker for the same Transaction during the Term unless otherwise agreed in writing.

4. Broker Fee

In consideration of the services provided, the Client shall pay the Broker the fee described below.

Fee Item	Details
Fee Structure	
Amount or Rate	
Basis for Calculation	
Currency	
Payment Due	

Unless otherwise stated, the Broker Fee becomes earned only upon the successful completion of the Transaction described in this Agreement.

5. Success Event

For purposes of this Agreement, a Transaction shall be considered successfully completed upon the occurrence of the following event:

6. Payment Terms

The Client shall pay all earned Broker Fees within days after the occurrence of the Success Event.

Payments shall be made by bank transfer, check or electronic payment.

Any undisputed overdue amount may accrue interest at the rate of % per year or the maximum rate permitted by applicable law, whichever is lower, until paid.

7. Reimbursement of Expenses

The Client shall reimburse the Broker for reasonable and documented expenses incurred in performing the services only if such expenses have been approved in advance by the Client in writing.

Reimbursable expenses may include travel, document preparation, marketing, or other agreed business expenses.

8. Client Responsibilities

The Client shall:

- Provide accurate and complete information reasonably necessary for the Broker to perform the services.
- Respond to reasonable requests for information in a timely manner.
- Cooperate in good faith throughout the Transaction process.
- Promptly notify the Broker of any material developments affecting the Transaction.

9. Broker Representations

The Broker represents that:

- The Broker has the authority to enter into this Agreement.
- The Broker will perform the services with reasonable professional care and diligence.
- The Broker will comply with all applicable laws relevant to the performance of the services.
- The Broker will promptly disclose any known conflict of interest that could materially affect the Broker's ability to perform the services impartially.

10. Confidentiality

Each Party shall keep confidential all non-public business, financial, technical, and commercial information received from the other Party in connection with this Agreement.

Confidential Information shall not be disclosed except:

- with the disclosing Party's prior written consent;
- when disclosure is required by law or a valid legal process; or
- to professional advisers who are subject to confidentiality obligations.

These confidentiality obligations survive termination of this Agreement for ________ years or until the Confidential Information lawfully becomes public through no fault of the receiving Party.

11. No Agency or Partnership

Nothing contained in this Agreement creates an employment relationship, partnership, joint venture, fiduciary relationship, or agency between the Parties.

The Broker is engaged solely as an independent contractor.

12. Compliance with Laws

Each Party shall comply with all laws and regulations applicable to its obligations under this Agreement.

Neither Party shall knowingly engage in unlawful, fraudulent, deceptive, or unethical conduct in connection with the Transaction.

13. Limitation of Liability

Except for liability arising from fraud, willful misconduct, gross negligence, breach of confidentiality, or obligations that cannot legally be limited, neither Party shall be liable to the other for indirect, incidental, special, consequential, or punitive damages arising out of this Agreement.

The Broker shall not be responsible for business decisions made by the Client or by any third party introduced through the Broker.

14. Indemnification

Each Party shall indemnify and hold the other Party harmless from losses, damages, liabilities, costs, and reasonable legal expenses arising from the indemnifying Party's breach of this Agreement, negligent acts, willful misconduct, or violation of applicable law.

15. Term

This Agreement begins on the Effective Date and continues until:

- the Transaction has been completed and all payment obligations have been satisfied;
- the Agreement is terminated in accordance with the Termination clause; or
- ________, whichever occurs first.

16. Termination

Either Party may terminate this Agreement for convenience by providing ________ days' prior written notice to the other Party.

Either Party may terminate this Agreement immediately upon written notice if the other Party:

- materially breaches this Agreement and fails to cure the breach within ________ days after receiving written notice;
- becomes insolvent, enters bankruptcy proceedings, or ceases business operations; or
- engages in fraud, unlawful conduct, or material misconduct affecting the Transaction.

Termination does not affect the Broker's right to receive any Broker Fee that was earned before termination or that becomes payable because a qualifying Transaction resulted directly from the Broker's services during the Term, provided the Success Event occurs within ________ months following termination.

Upon termination, each Party shall promptly return or securely destroy the other Party's Confidential Information, unless retention is required by law.

17. Notices

Any notice required under this Agreement shall be in writing and delivered by personal delivery, recognized courier, certified mail, or electronic mail with confirmation of transmission to the addresses designated by each Party.

A notice shall be deemed received on the date of delivery or, if sent electronically, on the date transmission is successfully completed unless the sender receives notice that delivery failed.

18. Assignment

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except as part of a merger, acquisition, corporate reorganization, or transfer of substantially all of its business assets, provided the successor assumes all obligations under this Agreement.

19. Entire Agreement

This Agreement constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior discussions, negotiations, representations, and agreements relating to the same subject.

20. Amendments

Any amendment or modification of this Agreement shall be made in writing and signed by both Parties.

21. Severability

If any provision of this Agreement is determined to be unenforceable, the remaining provisions shall continue in full force to the extent permitted by applicable law.

22. Waiver

A Party's failure or delay in exercising any right under this Agreement shall not constitute a waiver of that right or any other right.

23. Governing Law and Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of ____________________, without regard to its conflict of law principles.

The Parties shall first attempt in good faith to resolve any dispute arising out of or relating to this Agreement through negotiation. If the dispute cannot be resolved through negotiation within __________ days, either Party may pursue any remedies available before a court of competent jurisdiction located in ____________________, unless the Parties agree in writing to an alternative method of dispute resolution.

Signatures

By signing below, the Parties acknowledge that they have read, understood, and agree to be bound by the terms of this Agreement.

Broker

Name ____________________

Date ____________________

Signature

____

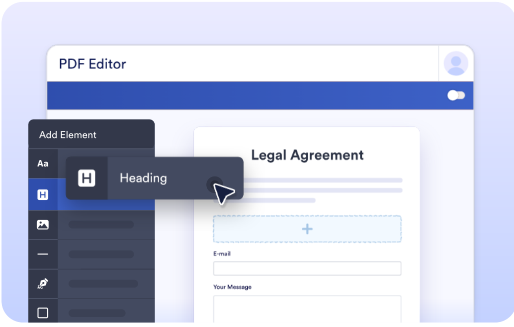
Client

Name ____________________

Date ____________________

Signature

____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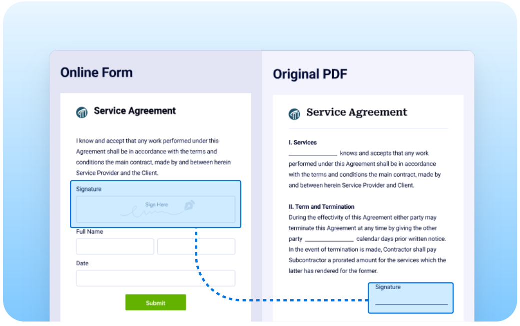
Online Form
Original PDF
Service Agreement
Service Agreement


Landlord/Lessor
Draw
Type
LOGO
Color
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