



**REALTORS® ASSOCIATION OF NEW MEXICO
COOPERATION AND COMPENSATION AGREEMENT
BROKER TO BROKER - 2018**

Cooperating Broker and Listing Broker agree to cooperate in connection with the sale or lease of the following Property:

520 Deerview	Fort Sumner	88119
Address	City	Zip Code
T2N R26E SEC E S2SW4 SW4; SEC 10 NW4NE4		
Legal Description		
or see metes and bounds description attached as Exhibit _____, _____ County, New Mexico.		

1. IDENTITY OF BUYER/TENANT. This Agreement applies to (check one):

- A. Any Buyer/Tenant produced by Cooperating Broker.
- B. The Buyer/Tenant(s) disclosed in this Agreement as follows:
 - (1) _____
 - (2) _____
 - (3) _____

2. COOPERATION. Listing Broker and Cooperating Broker will share all known material facts about the Property and Listing Broker will provide Cooperating Broker with reasonable access to the Property. Cooperating Broker will submit all offers for the Property through the Listing Broker. Listing Broker will present all offers submitted by the Cooperating Broker in accordance with any applicable rules or regulations, including the REALTOR® Code of Ethics. If Cooperating Broker has an exclusive relationship with a potential Buyer/Tenant, Listing Broker will not communicate directly with that potential Buyer/Tenant, except with Cooperating Broker's prior approval: however, nothing herein precludes a Listing Broker acting in the capacity of a Property Manager from communicating directly with a Tenant once the Tenant enters into a Lease Agreement. Cooperating Broker will not communicate directly with Seller/Owner, except with Listing Broker's prior approval.

3. COMPENSATION. If the Property is sold or leased to a Buyer/Tenant identified in Paragraph 1 of this Agreement during the term of this Agreement, Listing Broker will pay to Cooperating Broker as compensation

1.8%
plus applicable gross receipts tax, upon closing and funding of the transaction.

4. DEFINITION. Cooperating Broker means the Broker working with, or representing the Buyer/Tenant at the time of closing or signing of lease.

5. LIMITATION OF AUTHORITY. The term "Cooperating Broker" will include all brokers affiliated with Cooperating Broker as employees or independent contractors, but Cooperating Broker may not extend this agreement of cooperation and compensation to any other broker.

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6. TERM. The Term of this Agreement will begin on April 05, 2019, and terminate at 11:59 pm on April 07, 2019. If the Buyer/Tenant and/or Seller/Owner are under contract on the Property or are negotiating the sale or lease of the Property on the date this Agreement would otherwise terminate, the term will be extended through the closing, the date the lease is fully executed or other final disposition of said property. The word "Term" as used in this Agreement will include all extensions.

The REALTORS® Association of New Mexico and the local board or association of REALTORS® do not fix, control, recommend, suggest or maintain compensation rates for services to be rendered by members, nor the division of Broker's compensation between Broker and cooperating Brokers in a transaction. The amount of compensation and the terms of this Agreement are not prescribed by law and are subject to negotiation.

LISTING BROKER

FALLON-CORTESE LAND

Listing Firm

Broker is is not a REALTOR®

By (Signature)

Nick Cortese

By (Print)

1410 SUMNER AVE

FORT SUMNER

Date Time

NM 88119

Address

City

State

Zip Code

(575) 355 2855

nick@ranchseller.com

Business Phone

Fax

Email Address

Nick Cortese

5753552855

16419

Qualifying Broker's Name

Phone Number

Qualifying Broker's NMREC License Number

COOPERATING BROKER

Cooperating Firm

Broker is is not a REALTOR®

By (Signature)

By (Print)

Date Time

Address

City

State

Zip Code

Business Phone

Fax

Email Address