

# SELLERS(S) AGREEMENT TO HOLD AGENTS, BROKERAGES, AND BACLIST.COM HARMLESS AND NOT LIABLE

I/we \_\_\_\_\_ (seller name(s)), owner(s) of the property located at \_\_\_\_\_ hereby state that at we have increased the asking price of our property by \_\_\_\_\_ (total amount or percentage offered as commission for both the seller's and buyer's agents) to allow for (a) the payment of our agent's compensation in the amount of \_\_\_\_\_ (amount or percentage offered to the buyers agent), and (b) the payment of the buyer's agent's compensation in the amount of \_\_\_\_\_ (amount or percentage offered to the buyers agent).

I/we made this decision because we believe that offering compensation to buyers agents makes it easier for buyers to purchase the property by not having to arrange to have cash available to pay their agent at closing, and therefore likely increases the number of buyers who can consider purchasing my/our property. Although my sellers agent may have advised me regarding this arrangement to compensate both my agent and the buyer's agent, I have had more than sufficient opportunity to do my own research and ask questions about this arrangement, and I am satisfied that this arrangement is in my best interests as a strategy to maximize the final proceeds from the sale of my/our property, after all costs, including commissions for both my agent and the buyer's agent. As a result, I believe this arrangement is in no way a "conspiracy to artificially inflate either the commissions payable to the seller's agent or my agent", nor the price of the property.

I understand that the services of my agent are not free, nor are the services of the buyers' agent, and that this arrangement results in my/our property being priced higher than it might be if no agent was involved in the sale. I willingly made the decision to employ my agent because I value his/her services and am willing to pay for those services. Before employing my agent to assist in the sales of my property, and at the point I/we received the offer on the property, I was aware that I had the right to request that my agent, or through my agent, that the buyer's agent reduce or otherwise change the amount of compensation payable to either agent, that I have made that request so insofar as I wished to do so, and that I am fully satisfied with the resulting compensation payments to both agents.

**Therefore, I hereby agree to hold my agent and their firm, the buyer's agent and their firm, and baclist.com harmless and not liable in any way for the aforementioned arrangement to pay compensation to my agent at closing.**

Seller Signature                      Date

Seller Signature                      Date

Seller Signature                      Date

Seller Signature                      Date