

Commission Commitment Form

1. I, _____ (“I” “Me” or “My”) am selling _____ (the “Property”) together with all other Property owner(s), if any. Upon the completion of the sale of the Property (the “Sale”) under that final, separate contract for purchase and sale of real estate for the Property (the “Purchase Contract”) made with the buyer(s) of the Property (collectively the “Buyer”), I will pay out of My proceeds from the Sale at the closing for the Property either \$_____, irrespective of any offering price or of the final Sale price of the Property, or _____% of the Sale price agreed to in the Purchase Contract - before all offsets, credits, debits, costs, taxes, or fees - (the “Commission”) only on behalf of only that Buyer named on this page, to the real estate licensee named on this page (or their supervisor) who represents the Buyer in the Sale.
2. If you (Name) _____ (“You” or “Your”), are the Buyer, I will pay the Commission only on Your behalf, only to the following real estate licensee if they represent You in the Sale, (License Number) _____, (Agent Name) _____ (“Your Agent”), but only if You and Your Agent, accept and follow all ListFriendly.com (“ListFriendly”) online and offline: directions, provisions, terms and conditions, including its Terms of Service with Appendices (“TOS”), and those of this form, excluding blank fields You or I fill-in (collectively the “Provisions”).
3. I, or a real estate licensee who represents Me in the Sale (“My Agent”), have accepted and followed all Provisions completely and truthfully to: open a ListFriendly (“Account”), log-in (“Log-in”), create a post for the Property on ListFriendly, print this form, fill-in this form as directed - made no other change –, and uploaded this form I signed, to make My one and only (“Seller Form”); I verified all if done via My Agent’s Account. I gave the Seller Form to the party handling the closing for the Sale, e.g. an attorney, escrow officer, settlement agent, or other escrow holder (the “Escrow”). Each Seller Form ListFriendly makes and publishes for Me WITHOUT My name or signature, but WITH a Commission and Property Address IS My offer to pay the Commission (“Offer”) ending naturally and immediately at the time and date ListFriendly endorses on its header for Me per the Provisions (“OFFER ENDS”); You may not accept an Offer after its OFFER ENDS. For the consideration of publishing an Offer on ListFriendly, I will keep an Offer open and unchanged for seven (7) consecutive days from its first publication on ListFriendly, until its OFFER ENDS, unless revoked earlier by a Sale. Per the Provisions, ListFriendly shall publish Offer(s) automatically for Me at each OFFER ENDS or as I may otherwise direct. ListFriendly shall publish one Offer at one time. Each Offer incorporates My signature and name from the Seller Form by reference; an Offer’s Commission term controls a conflicting Seller Form term.
4. To accept this Offer, complete the process in this Paragraph 4. below per the Provisions:
 - a. Open an Account; You (or Your Agent for You), go to ListFriendly, provide complete and truthful information, read and accept the TOS, and verify to open Your Account.
 - b. You (or Your Agent for You), Log-in to Your Account, find the Property and print its Offer form; fill-it-out and sign it. Only You may sign an Offer form; Your Agent may not sign for You.
 - c. You (or Your Agent for You), Log-In, upload the Offer form signed by You (“Your Form”), input information online per the Provisions and verify; You must verify Your Agent’s work, if any.
 - d. You (or Your Agent for You), Log-in and go to Your Account’s “Buyer Desktop.” find Your Form’s pdf file by Property address under the “Completed Form(s)” tab; open Your Form’s pdf file and confirm it is endorsed Accepted by ListFriendly, (“ACCEPTED”) with a time and date before OFFER ENDS; only then is Your Form delivered to Me and accepted by Me, to incorporate the Seller Form by reference to make Your Commission Commitment enforceable (“Your Commitment”). Your Commitment is revoked by operation of law on Sale to another.
 - e. You may accept an Offer only as published by ListFriendly. Do not change Provisions, an Offer, the Commission, Your Name, Your Agent, or OFFER ENDS or ACCEPTED endorsements (collectively the “Offer Terms”).

Commission Commitment Form

5. For Me to pay the Commission per Your Commitment to Your Agent on Your behalf, You must:
- Make Your Commitment a part of the Purchase Contract and of every offer and counteroffer for the Property You make or accept ("**Document**"); include Your Commitment with every Document You or Your Agent gives Me or My Agent, that I may have actual notice of Your Commitment and incorporate it by reference into that Document.
 - If I reject Your Commitment, repudiate, You may revoke every Document incorporating it, and cancel a Sale at any time before title in the Property vests in You, and no penalty or damages of any kind shall be due You, Me, or ListFriendly; or You and I may close the Sale as if Your Commitment never was, provided however, that on title vesting in You, all causes of action You or I may have against ListFriendly shall be extinguished by operation of law.
 - Before I am paid My proceeds from Sale at the closing for the Property, Log-in and pay ListFriendly a \$396 fee for its services ("**\$396 Fee**"), get a receipt online to give with a copy of My Seller Form and Your Commitment to the Escrow; Your Agent can do this for You. I consent to ListFriendly giving the payor of the \$396 Fee an electronic copy of My Seller Form.
 - Comply with Your Commitment and fully perform the Purchase Contract; complete the Sale.
6. It is understood and agreed that:
- So long as the Property is for sale, I may offer and enter into many - similar or different- forms for a commission, with You and with others, consecutively and/or concurrently; but I will pay only one (1) commission to one (1) real estate licensee representing only the Buyer, if I sell.
 - By this Your Commitment, I make no representation or guarantee that I will sell the Property at all, or sell it to You; I may sell the Property to anyone, or not sell it, in My absolute discretion.
 - This form is not: My offer to sell the Property to You, a contract for the sale of the Property to You, or either Your contract or My contract with either Your Agent or My Agent.
 - Per the Provisions, ListFriendly shall keep My Seller Form as an electronic record; which shall incorporate by reference each iteration of Your Commitment. Absent a dispute, the Commission shall be per Your Commitment that is a rider to the Purchase Contract.
 - In the event of a dispute, upon payment of its electronic record fee per the TOS, ListFriendly shall provide its electronic record(s), which shall be conclusive as to all Offer Terms.
 - A Document given with, affixed to, or attached to (E.g. in the same email with) Your Commitment incorporates it by reference, and is contingent on its Offer Terms.
 - If unpaid before title to the Property vests in the Buyer, a lien in favor of ListFriendly for its \$396 Fee plus collection costs shall arise by operation of law to encumber the Property.
 - ListFriendly: is not a real estate licensee or an attorney, is not a party: to this form, to the Purchase Contract, or to any contract between You and I. ListFriendly only provides processes and forms for its users to use to publish and promote their real property for sale.
 - My Agent and I have agreed to the amount of fee I will pay My Agent if I pay the Commission.
 - Neither My Agent nor Your Agent is a party, unintended third-party beneficiary, or intended third-party beneficiary of: My Seller Form, an Offer, or Your Commitment; neither My Agent nor Your Agent is entitled to enforce them, or to rely on any of their Provisions or Offer Terms.

You and I have each been provided with this form and the TOS – including its Appendix F. which amplifies this form - have read them and agree to them. You and I are each aware that this form and the TOS create important legal rights and obligations. You and I each have the right and opportunity to have an attorney review this form and the TOS.

My Signature_____ Your Signature_____