



COOPERATING BROKERAGE FIRM'S SEPARATE CONTRACT
Hawaii Association of REALTORS Standard Form
Revised 7/11 (NC) For Release 5/15



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Purchase Contract Reference Date:
Seller's Name:
Buyer's Name:
Property Reference or Address:

Tax Map Key: Div. /Zone /Sec. /Plat /Parcel /CPR (if applicable).

- 1. In consideration of the assistance given by the Cooperating Brokerage Firm who is referred to below, Listing Brokerage Firm agrees to pay a commission at closing to Cooperating Brokerage Firm in the following amount:
2. Listing Brokerage Firm certifies that both the firm and the licensees involved in this transaction hold current active real estate licenses.

Name of Seller's Licensee
Member Board I.D. No., if applicable

- 3. Cooperating Brokerage Firm certifies that both the firm and licensees involved in this transaction hold current, active real estate licenses.

Name of Buyer's Licensee Member Board I.D. No., if applicable

- 4. If any dispute or claim arises out of the transaction between Seller and/or Buyer and either or both of the Brokerage Firms or their respective licensees/sales agents, and they are unable to resolve the dispute, the Brokerage Firms agree in good faith to attempt to settle such dispute or claim by non-binding mediation through the Local Board of REALTORS or through a mutually agreed upon mediator.
5. If any monetary dispute or claim, other than a complaint for ethical violation as described in Paragraph 4 above, involves only the Brokerage Firms and all of the Brokerage Firms are members of a Local Board of REALTORS, then such dispute or claim shall be mediated through the Local Board of REALTORS in accordance with the rules of the National Association of REALTORS or, in the event the Local Board of REALTORS does not provide mediation services, then through a mutually agreed upon mediator.
6. TAX REPORTING AGREEMENT. Listing Brokerage Firm is required by law to report to the IRS any payments made to Cooperating Brokerage Firm (Form 1099-Misc), unless the Cooperating Brokerage Firm is a corporation or certifies that it is not subject to backup withholding.
7. In the event of a dispute regarding commissions between the Brokerage Firms, Escrow is hereby authorized to close the transaction and disburse Seller's proceeds except for the amount of any disputed commission which shall be held by Escrow pending resolution of such disputes.
8. Judgment upon any award rendered by an arbitrator may be entered in any court having jurisdiction. Should the arbitration rules permit, the arbitrator may award reasonable attorney's fees and costs to the prevailing party.

Dated: Dated:

Listing Brokerage Firm Cooperating Brokerage Firm

License # Office Phone License # Office Phone
Address Address



Authorized Signature \_\_\_\_\_

\_\_\_\_\_ Address

Broker Email \_\_\_\_\_ Cell \_\_\_\_\_ Fax \_\_\_\_\_

Agent \_\_\_\_\_

License # \_\_\_\_\_ and Office MLS ID \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

Broker Email \_\_\_\_\_

Agent \_\_\_\_\_

License # \_\_\_\_\_ and MLS ID \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Address \_\_\_\_\_

Bus. \_\_\_\_\_ Cell \_\_\_\_\_ Fax \_\_\_\_\_

Office MLS ID \_\_\_\_\_

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