



North West Realty, LLC

9326 S. M-37, P.O. Box 843
Baldwin, MI 49304
www.cbnwr.com - (231) 745-4646

CO-LIST AGREEMENT

This Co-List Agreement (“Agreement”) is made and entered into this _____ day of _____, 20____ (the “Effective Date”), by and between North West Realty, LLC., whose address is 9326 S. M-37, Baldwin, MI 49304 (“North West Realty”), and _____, whose address is _____, (“Co-Broker”).

1. PROPERTY This Agreement covers the property(s) (“Property”) (together with improvements) located at:

Legally described as: _____

2. SERVICES

- a. **North West Realty.** Within a reasonable time after execution of this Agreement and execution of a listing agreement or addendum as required under paragraph 4 herein, North West Realty shall perform the following services:
 - i. List the Property on the relevant, regional, MLS system, if applicable.
 - ii. Include the Property on the website: www.cbnwr.com
 - iii. Advertise the Property in various publications already utilized, if applicable.
- b. **Co-Broker Services.** Within a reasonable time after execution of this Agreement and execution of a listing agreement or addendum as required under paragraph 4 herein, Co-Broker shall perform all customary services of a real estate listing/seller’s broker, including but not limited to the following services:
 - i. Place a “For Sale” sign on the Property;
 - ii. Communicate with seller and/or seller’s representatives;
 - iii. Schedule and attend open houses;
 - iv. Present offers;
 - v. Assist in negotiating terms of sale;
 - vi. Schedule and attend closing, and tend to related matters; and
 - vii. Market the Property as Co-Broker would market the Property if this Co-List Agreement were not in place.

3. COMPENSATION

- a. **Commission Split:** North West Realty and Co-Broker shall split the commission paid to North West Realty and Co-Broker as listing brokers under the listing agreement (“commission”).

4. LISTING AGREEMENT

- a. **New Listing Agreement.** If there is no listing agreement prior to execution of this Agreement, North West Realty and Co-Broker shall enter into a listing agreement with the seller that complies with applicable law and North West Realty and Co-Broker shall each sign the listing agreement. A copy of this Agreement shall be attached to the listing agreement on or before the date the seller signs the listing agreement. The listing agreement shall incorporate by reference the terms of this Agreement. Co-Broker shall ensure that all agency and other disclosures have been provided to the seller or others as required by applicable law.
- b. **Existing Listing Agreement.** If a listing agreement is signed prior to execution of this Agreement, the listing agreement shall be amended by the execution of an addendum that adds North West Realty or Co-Broker, as the case may be, to the listing agreement as a co-listing broker on the listing agreement. North West Realty, Co-Broker and seller shall sign the addendum. A copy of this Agreement shall be attached to the addendum on or before the date the seller signs the addendum. The addendum shall incorporate by reference the terms of this Agreement. Co-Broker shall ensure that all agency and other disclosures have been provided to the seller or others as required by applicable law.
- c. **Conflict of Terms.** If there is a conflict between the terms of this Agreement and the Listing Agreement, the terms of this Agreement shall control.

5. DURATION This Agreement shall remain in effect until a commission is owed or could be owed under the listing agreement, and any extensions or renewals thereof.

6. REPRESENTATIONS AND WARRANTIES Co-Broker makes the following representations and warranties:

- a. Co-Broker shall verify and confirm the accuracy of any information to be placed with a multiple listing service before such information is actually placed with the multiple listing service, and Co-Broker shall be solely responsible the accuracy of such information.
- b. All of Co-Broker’s agents, representatives, employees, and contractors that perform any services or take any actions contemplated by, in connection with, or related in any way to this Agreement or Property shall fully comply with all of the terms, conditions, and provisions in this Agreement.

7. NO PARTNERSHIP OR JOINT VENTURE The parties do not intend and this Agreement shall not be construed to create a partnership or joint venture.

7. **INDEMNIFICATION** Co-Broker shall indemnify and hold North West Realty harmless from any and all damages, fines, penalties, warrants, judgments, costs and attorney's fees incurred by North West Realty as a result of any claims arising out of or related to the listing or sale of the Property whether or not incurred in connection with a judicial proceeding. is agreed by Broker and Client, parties to this Agreement, that as required by law, discrimination because of religion, race, color, national origin, age, sex, disability, familial status, marital status, height or weight by said parties in respect to the purchase of the desired property is prohibited.

8. **INTEGRATION AND AMENDMENT** The terms contained in this Agreement constitute the entire agreement of the parties, and there are no other agreements between the parties regarding the subject matter hereof. Any amendment to this Agreement shall be binding and enforceable only if it is in writing and signed by both parties.

9. **NOTICE** All notices as required or permitted by any provision of this Agreement shall be in writing and shall be sent by first class mail, facsimile transmission, or e-mail, addressed as follows:

To: North West Realty
P.O. Box 843
Baldwin, MI 49304
Fax: 231-745-4647
E-mail: jweeks@cbnwr.com

10. **IN WITNESS WHEREOF** The undersigned hereunto set their hands as of the day and year first above written.

North West Realty

Co-Broker: _____

By: _____
Broker

By: _____
Broker

By: _____
Agent

By: _____
Agent

Date: _____

Date: _____