TRANSACTION BROKER AGREEMENT
(NON-AGENCY AGREEEMENT)
IMPORTANT DISCLAIMER

The **Transaction Broker Agreement (NON-AGENCY)** is a template document which is being provided as a courtesy to South Carolina real estate licensees.

The South Carolina Real Estate Commission is not required to promulgate a transaction broker agreement and licensees of South Carolina are not required to use this document.

This document may be used in its current form, or a brokerage firm may modify the document for its own suitable use in accordance with its own office policies regarding transaction brokerage.

This Transaction Broker Agreement is a legally binding contract so it is advised that you consult legal counsel prior to adopting or modifying this document for use with your brokerage firm.

TRANSACTION BROKER AGREEMENT
(NON-AGENCY AGREEEMENT)

As a **Transaction Broker**, the real estate brokerage firm _____ will assist the Customer _____ under the following terms:

1. **Customer agrees to compensate the Transaction Broker**. THE AMOUNT OF COMPENSATION SHALL BE $_____ OR _____ percent of the selling price plus appropriate sales/service tax, which may be satisfied in whole or in part by payments from a cooperating brokerage firm or party to the transaction.

2. **Standard Terms:**
   a. Customer agrees that Transaction Broker is not an agent of the Customer, Customer has not established a client relationship with the Transaction broker, and the Transaction Broker is not acting in a fiduciary capacity to the Customer.
   b. Customer agrees that Transaction Broker is not an advocate for the interests of Customer.
   c. Customer and Transaction Broker agree that Transaction Broker will assist the Customer as outlined in the "Description of Services Offered" section of this agreement.
   d. Customer agrees that Transaction Broker will act under limited confidentiality and will not disclose:
      - If Customer is the buyer, information concerning Customer's motivation to buy or willingness to make a higher offer than the price submitted on a written offer.
      - If Customer is the seller, factors motivating the Customer to sell or willingness to accept an offer less than list price.
      - That Customer as a seller or buyer will agree to financing terms other than those offered.
      - Information requested by Customer to remain confidential, except information required by law to be disclosed.

3. **Description of Services Offered:**
   a. _____
   b. _____
   c. _____
   d. _____

4. **Term of Transaction Broker Agreement:** This agreement shall begin on_____, _____ and shall end at 11:59 p.m. local time on _____, _____. However, if a purchase agreement is entered into by Customer during the term of this agreement, the termination of this agreement shall extend to and include the date of closing under said purchase agreement as to the purchased property only.

<u>This is a legally binding agreement. Customer should seek further assistance from legal counsel of Customer's choosing if the contents are not understood. Receipt of a copy of this agreement is acknowledged.</u>

_____ Email: _____
CUSTOMER DATE Phone: _____ Fax: _____

_____ Email: _____
CUSTOMER DATE Phone: _____ Fax: _____

_____ By: _____
BROKERGE FIRM/TRANSACTION BROKER BROKER/LICENSEE DATE