Brokerage Agreement—Seller

The undersigned certifies that it is a duly licensed real estate broker and, to induce \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Owner”) to enter into negotiations for the sale of premises known as and by the street number \_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_, State of New York (the “Premises”), hereby agrees with Owner that no compensation shall be earned by the undersigned for any services whatsoever rendered by the undersigned, unless and until title to the Premises shall be closed and the purchase price paid in the manner required by the Contract of Sale, and the undersigned agrees that its right to compensation shall be so conditioned upon the actual closing of title, whether failure to close title be attributable to the act or fault of Seller(s) or Purchaser(s), failure of title, or any other reason whatsoever (other than the willful default of Seller(s)). The brokerage commission to be charged in connection with the sale of the Premises shall be a single commission in the amount of \_\_\_\_\_\_% of the purchase price.

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Broker

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_