

Information and Instructions for Standard Interstate Co-Brokerage Agreements

License Law Section 34-27-3 Administrative Rule 790-X-1-.05

1. The Alabama broker must require a listing or joint listing of the property involved.
2. The showing and negotiations pertaining to the property must be supervised by the Alabama broker.
3. In all advertising of real property located in Alabama, the Alabama brokers name must appear.
4. The Alabama broker is liable for the acts of the out-of-state broker arising from this agreement.
5. All earnest money pertaining to a co-brokerage agreement must be held by the Alabama broker unless all parties agree otherwise in writing.
6. The out-of-state broker agrees to abide by Alabama law and agrees that civil actions may be commenced against him or her in any court of competent jurisdiction in Alabama.
7. The Alabama broker must determine that the out-of-state broker is licensed as a broker. Evidence of this must be provided with the co-brokerage agreement to the Commission.
8. The attached form must be completed by both the Alabama broker and the out-of-state broker and submitted within 10 days to the Alabama Real Estate Commission 1201 Carmichael Way, Montgomery, AL 36106.

Standard Interstate Co-Brokerage Agreement Form

License Law Section 34-27-3

CO-BROKERAGE AGREEMENT:

This agreement is made this _____ day of _____, 20____, between _____ and _____,

Licensed real estate brokers, regarding the co-brokerage of (legal description and address of property):

This property is / is not to be auctioned. If it is, the auctioneer's name is _____, and the auctioneer's Alabama real estate license number is _____.

There shall be a ____/____ % division of the commission earned from this transaction, with _____ to receive ____% and _____ to receive ____%. Other compensation (if applicable) is: _____

The sale price of the subject property shall be \$_____.

Alabama Broker: _____(s) **License No:** _____

STATE OF ALABAMA COUNTY OF _____)

The Undersigned, a Notary Public in and for said County and State, does hereby certify that _____, an Alabama real estate broker, personally known to me to be the same person whose name is subscribed to the a foregoing Instrument, appeared before me on this day in person and acknowledged to me that he signed, sealed and delivered said Instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this _____ day of _____, 20____,

Notary Public, State of Alabama _____

In signing this agreement, the non-resident broker named above agrees to abide by, and be subject to, the Alabama Real Estate License Law and the rules and regulations of the Alabama Real Estate Commission. In addition, the non-resident broker in signing this agreement, hereby gives his irrevocable consent to the commencement of legal action against him in the proper court of any county in Alabama in which a cause of action arises.

Non-Resident Broker: _____(s) **License No:** _____
State of _____

STATE OF _____)
COUNTY OF _____)

The Undersigned, a Notary Public in and for said County and State, does hereby Certify that _____, whose address is _____, personally known to me be the same person whose name is subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said Instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this _____ day of _____, 20____,

Notary Public _____ State of _____