

COOPERATIVE BROKERAGE AGREEMENT WITH AN OUT-OF-STATE BROKER ON A NEW HAMPSHIRE COMMERCIAL REAL ESTATE TRANSACTION

(The following Cooperating Agreement Form is required by Rea 703.01 of the New Hampshire Real Estate Commission Administrative Rules)

Seller(s)/Landlord(s) Name or Buyer(s)/Tenant(s) Name

Telephone Number(s)

Seller(s)/Landlord(s) or Buyer(s) /Tenant(s) Physical Address

Location and/or Legal Description of
Property(s)

If this agreement covers additional properties, please list and sign the reverse side of this agreement.

AGREEMENT

(PLEASE NOTE: BOTH PARTIES TO THIS AGREEMENT MUST REPRESENT THE SAME SIDE OF THE TRANSACTION)

It is understood and agreed that this Agreement covers: (Check only one space below that describes the relationship that both parties are entering into.)

_____ 1. Seller/Landlord Representation _____ 2. Buyer/Tenant Representation _____ 3. Facilitator

In order to comply with the New Hampshire Real Estate Brokers License Act of 1954, as amended, and rules and regulations of the New Hampshire Real Estate Commission (NHREC), the New Hampshire broker agrees to the following:

All negotiations including the showing, advertising and listing of this property, shall be handled under the direct supervision of the New Hampshire broker, with the New Hampshire broker taking full responsibility under RSA 331-A.

The New Hampshire broker shall determine that the out-of-state broker is licensed and in good standing as an active broker in another state by requesting a copy of the out-of-state broker's license or the license of the out-of-state salesperson working under the direct supervision of the out-of-state broker or other proof of licensure from the jurisdictions where the out-of-state broker or out-of state salesperson maintains a license as a real estate broker or salesperson, and agrees that he or she will notify the New Hampshire Real Estate Commission immediately if the out-of-state broker violates any part of this Agreement.

The out-of-state broker and any out-of-state salespersons under the direct supervision of the out-of-state broker agree to abide by New Hampshire law and the rules and regulations of the Commission and further understands that civil actions may be commenced against him or her in any court of competent jurisdiction in any county of this state in which a claim may arise. If the out-of-state broker or out-of-state salesperson under the supervision of the out-of-state broker fail to comply with the provisions of RSA 331-A:22-a, the out-of-state broker and the out-of-state salesperson under the direct supervision of the out-of-state broker will be considered in violation of RSA 331-A:34.

The out-of-state broker and any out-of-state salespersons under the direct supervision of the out-of-state broker is formally granting an irrevocable consent and power providing that legal actions can be commenced against said broker in the proper court of any county of this state in which a cause of action does arise or in which the plaintiff resides by service of process or pleading authorized by the laws of this state on a member of the commission or its executive director, the consent or power stipulating that such service of process or pleading shall be taken in all courts to be valid and binding as if personal service had been made upon the nonresident in this state.

The out-of-state broker and any out-of-state salespersons agree not to place any sign on real property located in the State of New Hampshire without the written permission of the cooperating New Hampshire broker. If authority is granted by the cooperating New Hampshire broker to allow the out-of-state broker to place his or her sign on the property, both brokers agree that their signs will be placed in close proximity and in a prominent place on the above described property.

The out-of-state broker agrees that he or she shall not advertise the property in any manner unless the New Hampshire broker is included in the advertising, and that such advertising shall be with the full knowledge of and under the direct supervision of the New Hampshire broker. The name and telephone number of the New Hampshire broker shall be given equal prominence with the out-of-state broker. The out-of-state broker affirms, if this agreement covers a listing, that this listing was not solicited by him or her in the State of New Hampshire without being in the presence of the New Hampshire broker at the time of the solicitation of the listing of this property.

The commissions or other compensation resulting from this commercial transaction which is earned during the period this Agreement is in force shall be divided between the New Hampshire broker and the out-of-state broker on a negotiable basis. The New Hampshire broker shall receive _____ (commission or other compensation) and the Non-New Hampshire broker shall receive _____ (commission or other compensation). All earnest monies or deposits shall be placed in the escrow account of the New Hampshire broker in accordance with RSA 331-A:13 and Rea 702.01.

This Agreement shall commence on the date the Agreement is fully executed and shall expire on _____. Any extension or termination must be agreed upon in writing by the signatories of this agreement.

The New Hampshire broker and out-of-state broker shall each receive one of two fully executed original cooperating agreement forms.

PRINT OR TYPE

New Hampshire Broker's Name/License Number

Out-of-State Broker's Name/State/License Number

New Hampshire Broker's Signature

Out-of-State Broker's Signature

Resident Address

Resident Address

City, State & Zip Code

City, State & Zip Code

Witness

Witness

Date of Signature

Date of Signature

Location and/or Legal Description of Property(s)

New Hampshire Broker's Signature

Out-of-State Broker's Signature

Date of Signature

Date of Signature

Location and/or Legal Description of Property(s)

New Hampshire Broker's Signature

Out-of-State Broker's Signature

Date of Signature

Date of Signature

Location and/or Legal Description of Property(s)

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