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COOPERATING AGREEMENT WITH A NON-NEW HAMPSHIRE BROKER ON THE PURCHASE/SALE/RENTAL/LEASING/PROPERTY MANAGEMENT OF NEW HAMPSHIRE REAL ESTATE

(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) Resident Address _____

Location and/or Legal Description of Property(s) _____

If this agreement covers additional properties, please list and sign the attached page(s).

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 form of Agency that both parties are entering into.)

☐ 1. Seller/Landlord Representation ☐ 2. Buyer/Tenant Representation ☐ 3. Non-Agency

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 Non-New Hampshire broker is licensed and in good standing as an active broker in another state and agrees that he or she will notify the New Hampshire Real Estate Commission immediately if the Non-New Hampshire broker violates any part of this Agreement.

The Non-New Hampshire broker agrees 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.

The Non-New Hampshire broker agrees 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 Non-New Hampshire 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. If this agreement covers a listing or property management, the agreement shall be in the name of the New Hampshire broker, or the New Hampshire broker shall require a cross listing or joint listing of such property with the Non-New Hampshire broker.

The Non-New Hampshire 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 Non-New Hampshire broker. The Non-New Hampshire 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 the sale/rent/lease/property management of this property which are earned during the period this Agreement is in force shall be divided between the New Hampshire broker and the Non-New Hampshire 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 Rca 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 and Non-New Hampshire broker shall each receive one of two fully executed original cooperating agreement forms.

New Hampshire Broker's Name/License Number	Non-New Hampshire Licensed Broker's Name/State/License Number
New Hampshire Broker's Signature	Non-New Hampshire Licensed Broker's Signature
Resident Address	Resident Address
City, State & Zip Code	City, State & Zip Code
Witness	Witness
Date of Signature	Date of Signature