

COOPERATING COMPENSATION AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, IT IS RECOMMENDED THAT YOU CONSULT WITH AN ATTORNEY BEFORE SIGNING.

PROPERTY ADDRESS: 560 Halstead Ave Harrison NY 10528 2C

SELLER(S): Chris Scovotti

LISTING BROKER: CS Realty & Relocation Services, Inc.

BUYER(S): _____

COOPERATING BROKER: _____

ALL PARTIES UNDERSTAND AND ACKNOWLEDGE THAT COMPENSATION IS NOT SET BY LAW, THE HUDSON GATEWAY ASSOCIATION OF REALTORS® ("HGAR"), OR ONEKEY® MLS, LLC ("ONEKEY® MLS") AND THAT ALL COMPENSATION IS FULLY NEGOTIABLE.

CS / LS / _____ / _____ ALL PARTIES TO INITIAL

1. The COOPERATING BROKER is acting as

BUYER'S AGENT:

SELLER understands that COOPERATING BROKER is acting as a BUYER'S AGENT and is acting in the best interest of the BUYER(S) and does not represent SELLER. COOPERATING BROKER has been authorized by the BUYER to receive the cooperating compensation set forth below from the SELLER.

DIRECTLY; OR

THROUGH ITS AUTHORIZED AGENT,

agrees to pay the undersigned COOPERATING BROKER upon the contract signing of the above-described property [Please check one and insert fixed fee or percentage, not both]:

\$ _____; **OR**

2 % of the purchase price of the property.

The compensation shall be payable to the COOPERATING BROKER at the time of closing of the subject property with the undersigned BUYER.

3. COOPERATING BROKER acknowledges that if COOPERATING BROKER represents the interests of a BUYER, they have entered into a valid buyer agency agreement with the BUYER and the cooperating compensation offered pursuant to this Agreement does not exceed the fee set forth in that buyer agency agreement.

_____ COOPERATING BROKER TO INITIAL

4. BUYER and SELLER agree that SELLER'S payment of the cooperating compensation offered herein is a material term of the purchase agreement between the Parties and they commit to instruct their attorneys to include this cooperating compensation as part of their purchase agreement.

5. DISPUTE RESOLUTION

[a] **Binding Final Arbitration.** BUYER, SELLER, BROKER and COOPERATING BROKER agree that any dispute concerning the terms and conditions of this Agreement that cannot be amicably resolved between them shall be adjudicated by HGAR, at HGAR's sole discretion, in accordance with the rules of National Association of REALTORS® ("NAR") Code of Ethics and Arbitration Manual ("NAR Arbitration Manual"), as adopted by HGAR. Each party shall bear its own fees and costs. All claims and/or disputes that are unable to be resolved amicably or through mediation shall be submitted to confidential binding arbitration in accordance with this Article 5, and adjudicated in accordance with the rules of the NAR Arbitration Manual, as amended from time to time, and as adopted by HGAR, a copy of which is available at the offices of HGAR (or at <https://www.nar.realtor/code-of-ethics-and-arbitration-manual>). The proceeding shall be adjudicated by HGAR, at HGAR's sole discretion, or may be referred to the American Arbitration Association, JAMS or similar organization, at HGAR's election. BUYER, SELLER, BROKER and COOPERATING BROKER mutually agree to use confidential individual binding arbitration, in lieu of a court proceeding, for any disputes or claims now in existence or that may exist in the future (i) that BUYER or SELLER may have against BROKER or COOPERATING BROKER, BROKER'S or COOPERATING BROKER'S affiliates, and/or BROKER'S or COOPERATING BROKER'S current or former employees or independent contractors, salespersons and/or associate brokers, and (ii) that BROKER and/or COOPERATING BROKER and/or its, their, his or her affiliates may have against BUYER and SELLER. Such claims would include, without limitation, any claims concerning the initiation of the work relationship, the pay or other compensation for the work performed, breach of contract, expenses, and any claims for conversion and/or breach of fiduciary duty. This Agreement to Arbitrate shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq.

[b] **CLASS ACTION WAIVER.** BROKER, COOPERATING BROKER, SELLER and BUYER agree that any and all claims pursued against each other shall be pursued through the mediation, and binding arbitration process contained in this Paragraph 5, and not through litigation, or as a part of any purported class, collective, representative, or consolidated action. BROKER, COOPERATING BROKER, SELLER and BUYER hereby waive their right to commence any lawsuit, become a party to or remain a participant in any group, representative, class collective or hybrid class/collective or group action in any court, arbitration proceeding, or any other forum, against the other. This Class Action waiver shall supersede any contrary agreements, statements or rules in the NAR Arbitration Manual. This waiver of class action claims and proceedings is an essential and material term of this AGREEMENT.

[c] **SELLER AND BUYER UNDERSTAND THE ARBITRATION AND WAIVER PROVISIONS.** SELLER AND BUYER REPRESENT AND WARRANT THAT HE, SHE OR THEY UNDERSTAND THE MEANING AND EFFECT OF THE ARBITRATION AND WAIVER PROVISIONS IN THIS PARAGRAPH 5 AND HAS BEEN PROVIDED A REASONABLE TIME AND OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL REGARDING THIS AGREEMENT. SELLER AND BUYER HEREBY AGREE TO THE PROVISIONS OF THIS PARAGRAPH 5.

CS LS 1 1 [ALL PARTIES TO INITIAL].

The Parties herein agree to be legally bound and hereby sign this Agreement.

SELLER(S): Cheryl Scott Date: 8-8-24

BUYER(S): _____ Date: _____

BROKER: criag scher 8-8-24 Date: _____

COOPERATING BROKER: _____ Date: _____

[Note: The "EFFECTIVE DATE" of this Agreement shall be latest date entered above alongside the Parties' signatures.]

[NOTE: DO NOT UPLOAD THIS FORM TO THE MLS]

The CS Realty Team

Real Estate Group

Office: (914)835-6600 Email: info@csrealty.com

Offer to Purchase & Seller's Requirements

Thank you for offering to purchase a CS Realty Team listed property: We want to facilitate the transaction for our client, the seller and your client, the buyer. Providing the information below will confirm that the buyer is READY, WILLING, and ABLE to close in a timely manner without "piece meal" all the necessary documents needed to make an informed decision on accepting or countering to your offer.

Please provide the following information for all buyers:

Date: _____ Premises: _____ MLS#: _____
Listing Agent: _____
Buyer's Agent: _____ Office: _____
License #: _____ HGMLS ID _____
Cell: _____ Email: _____
Buyer(s): _____

Offer Price \$ _____ including all commissions due to Buyer's Agent.

- A. Commission to Buyer's Agent due from the SELLER: \$ _____ or _____ %
of final selling price. (Buyer's concession if any, applied to above commission)
- B. Commission to Buyer's Agent due from the BUYER: \$ _____ or _____ %
of final selling price. (included in above offer price)
- C. Total Buyer's Agent Commission: _____ % of the final selling price as per buyer's exclusive
right to represent agreement with buyer's agent.

All Cash: (yes) ____ (No) ____ Down Payment: \$ _____ / _____ %
Mortgage amount: _____ Mortgage Contingency: _____
Attached are the following documents: Pre-Approval: _____ Proof of funds: _____

Buyer is renting: ____ Buyer: (does): ____ (does not): ____ need to sell before closing.
Buyer's property (is) ____ (is not) ____ in contract if needs to sell. (If yes provide a copy of the banks
good to close letter that states all contingencies are met on the buyer of your property).

Copy of banking statement within the past 30 days showing the down payment + estimated closing costs
or all cash amount: Please attach: ***** Valid POF MUST have buyers name on it and be a full page
banking statement with the balance in CASH, CD or MONEY MARKET, (acct# can be crossed
out) screen shots ARE NOT acceptable, and securities (stocks) are NOT acceptable******

The following is required for all coop purchases

Verifiable Household income as per last year's tax return for each buyer/co-buyer:

Employment Company for buyer: _____

Years there: _____ Tax return income 1040 Line 6 _____

Employment Company for co/buyer: _____

Years there: _____ Tax return income 1040 Line 6 _____

Debts:

Monthly Loan Payment (1): _____ Monthly Loan Payment (2): _____

Monthly Loan Payment (3): _____ Monthly Loan Payment (4): _____

Total Credit Card Debts Outstanding: _____

Current address: _____

Years there: _____

Present rent/Mortgage: _____

Credit score attach report: _____

If obtaining a mortgage seller reserves the right to review documents necessary to obtain a Valid Pre-Approval.

1. Verifiable income as per the most recent tax return and a letter confirming income for employment dated within the past 30 days for each working adult over 18 that is a buyer/co-buyer. Also, the most recent paystub within 30 days.
2. A pre-approval clearly stating the income, assets, credit and monthly debts were verified and the mortgage pre-approval includes the mortgage amount and (monthly common charges & taxes, if condo, for this unit), (monthly maintenance, if coop, for this unit) (Real estate taxes & insurance, if single family home for this home) – This can be a letter from the mortgage lender, but it must be in plain English and say the following:
Ex. Mortgage company XYZ has reviewed hard copies of the applicants credit report, banking statements and tax returns for the attached pre-approval.
3. All Debts (including proposed mortgage and common charges) to income ratio.

ALL SUPPORTING documents (W2, Pay Stubs, etc) **MUST BE IN PDF format !!!! JPG (multiple photos of documents) Will NOT** be acceptable.

If this sale is for a Coop: After your offer is accepted you will need to download the Coop application (MLS attachment) and submit all the required documents before the contract is prepared.