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Form #2108

07/24

## COOPERATIVE COMPENSATION DISCLOSURE

**Note: The amount of compensation is not set by law. Compensation is set by each broker individually and is negotiable, subject to individual broker policy.**

PROPERTY: 638 Woodbriar Ln., St. Peters, MO 63376

BY AND BETWEEN: The undersigned Buyer(s) and Seller(s).

The Listing Broker agrees to pay cooperative compensation on this transaction to the Selling Broker as follows (\$0 if none is stated):

2.5 % of purchase price **OR** \$ N/A to buyer's agents (limited agents representing prospective buyers)

1 % of purchase price **OR** \$ N/A to transaction brokers (neutral licensees representing neither party)

0 % of purchase price **OR** \$ 0 to subagents (limited agents representing Owner)

In addition, a bonus of \$ N/A (\$0 if none is stated) is offered to Selling Broker by ☐ Seller **OR** ☐ Listing Broker. This compensation shall be due and payable at closing.

Listing Broker and Seller acknowledge that Seller authorizes the offer of cooperative compensation, including amounts to the Selling Broker. Selling Broker and Buyer understand and acknowledge that the total compensation received by Selling Broker for representing Buyer in the purchase of this property, including any cooperative compensation received from Listing Broker, shall not exceed the amount authorized in writing between Selling Broker and Buyer. Further, Selling Broker and Buyer understand and acknowledge that any bonuses paid out have been disclosed and authorized by Seller and Buyer, respectively.

Other terms regarding cooperative compensation between brokers:

N/A

The total sale/lease price shall be determined as follows: 1) in the case of a sale (including contract for deed or exchange), it shall be the total sale price and other consideration received by Owner (including, but not limited to, cash, Seller loans to Buyer and other real or personal property received) for the property, without reduction for Closing adjustments, points or other charges; 2) in the case of a lease, it shall be the total lease payments due to the Owner by the tenant during the term of the lease, without adjustments for utilities, taxes and other charges which may be imposed on the tenant. If Owner executes a lease with an option contract or a lease/purchase contract, the lease compensation shall be due when the lease is executed, and the sale compensation (less any lease compensation already paid) shall be due when the title is conveyed to Buyer.

Seller and Buyer, by affixing their signatures below, acknowledge that the compensation amounts authorized herein are the product of free and knowing negotiations and supersede any cooperative compensation amounts authorized in any separate agreement(s) between Seller and Seller's Broker.

Listing Broker: Trophy Properties & Auction  
(Company Name)

Selling Broker: \_\_\_\_\_  
(Company Name)

By (Signature): Eric Merchant  
DATE

By (Signature): \_\_\_\_\_  
DATE

Printed Name: Eric Merchant

Printed Name: \_\_\_\_\_

Robert H. Russell  
SELLER SIGNATURE DATE

\_\_\_\_\_  
BUYER SIGNATURE DATE

Robert H. Russell  
Seller Printed Name

\_\_\_\_\_  
Buyer Printed Name

Theresa M. Russell  
SELLER SIGNATURE DATE

\_\_\_\_\_  
BUYER SIGNATURE DATE

Theresa M. Russell  
Seller Printed Name

\_\_\_\_\_  
Buyer Printed Name