

# RIDERS: FF & GG

## BEFORE YOU USE THE RIDERS:

Seller has already entered into a listing agreement with their broker. It outlines compensation, if any, that the seller is paying to their broker.

Buyer has already entered into a written buyer agreement with their broker. It outlines compensation, if any, that the buyer is paying to their to the broker.

A buyer is now ready to place an offer on a property to the seller. Rider FF or GG is attached to the Residential Contract for Sale and Purchase.

**REMINDER: You do not need a compensation agreement with your seller or buyer because your compensation, if any, should already be agreed to in the listing agreement or written buyer agreement.**

If the seller has decided to offer concessions to the buyer:

OR

If the seller or seller's broker has decided to compensate buyer's broker:

**Rider FF** converts seller concessions into a credit for the buyer, who can use all or part of the credit to compensate their broker.

Both the seller and the buyer agree to document that the credit may cover all or part of the buyer broker's compensation.

Rider FF also documents what happens if the credit exceeds lender limits or the amount agreed to in the buyer broker agreement.

**NOTE:** Concessions cannot be limited to or conditioned upon the retention of or payment to a cooperating broker, buyer broker, or other buyer representative.

**Rider GG** permits the buyer to make an offer to purchase the property **contingent upon** the seller or seller's broker entering into a compensation agreement with the buyer's broker.

Seller and buyer agree that the seller or seller's broker will sign a compensation agreement with the buyer's broker within a certain number of days (default is 3 if left blank).

If a compensation agreement is not signed during that time, the Residential Contract for Sale and Purchase is terminated and deposit is refunded to the buyer - AS LONG AS THE BUYER PROVIDES A WRITTEN TERMINATION NOTICE.

**Credit Related to  
Buyer's Broker Compensation  
(CR-6 FF)**

**Seller's Agreement with Respect to  
Buyer's Broker Compensation  
(CR-6 GG)**

## BEST PRACTICE: USE COMPENSATION AGREEMENTS!

If you are working with a seller, the compensation agreement protects you from allegations that you or the seller owe more compensation than you agreed to (if any). If you are working with a buyer, the compensation agreement is the best way to prove you should get paid for your work.

## DISCLAIMERS:

This is only meant to provide education and information and is not a substitute for legal advice. It contains links to other third-party websites, which are only for the convenience of the recipient. MIAMI REALTORS® does not recommend or endorse the contents of third-party sites. For legal advice or representation, contact private counsel or call the FLORIDA REALTORS® Legal Hotline (1-407-438-1409). This should not be construed as legal advice or as an offer to perform legal services on any subject matter. It contains general information and may not reflect current legal developments or information. Nothing is intended to create an attorney-client relationship and shall not be construed as legal advice. The information is not guaranteed to be correct, complete, current, or suitable. MIAMI REALTORS® makes no warranty, expressed or implied, about the accuracy or reliability of the information in these materials. Recipients of the information in this program or materials should not act or refrain from acting on the basis of any information without seeking appropriate legal advice on the particular facts and circumstances at issue from an attorney licensed in the recipient's state. MIAMI REALTORS® expressly disclaims all liability with respect to actions taken or not taken by the recipient based on any or all of the information in this information and materials. Last updated October 23, 2024.