

# SECURE THE BAG

## LISTING BROKERS

- **GET YOUR LISTING AGREEMENT IN ORDER**
  - Talk to your seller and discuss what compensation, if any, they are offering the buyer's broker (or what they are authorizing you to offer).
- **ADVERTISING**
  - If you or your seller is offering compensation, you can, but are not required to advertise it publicly.
  - If you get a text, call, email, or other inquiry about whether there is compensation for a cooperating broker, and if so, how much, Article 1 of the NAR Code of Ethics requires REALTORS® to treat all parties honestly.
  - Make sure all offers of compensation are made off of the MLS.
- **DOCUMENT CONVERSATIONS ABOUT COMPENSATION**
  - Send a follow up email or text!
- **USE A COMPENSATION AGREEMENT**
  - A compensation agreements protect you from allegations that you or the seller owe more compensation than agreed to, if any.
  - Florida REALTORS® has created two separate compensation agreements:
    - CASB-1: SELLER TO BUYER'S BROKER — used when the Seller wishes to compensate the buyer's broker directly.
    - CABB-1: SELLER'S BROKER TO BUYER'S BROKER — used when the seller has authorized the listing broker to compensate, or share a portion of their compensation with a cooperating broker.

## BUYER BROKERS

- **GET YOUR WRITTEN BUYER AGREEMENT IN ORDER**
  - Must be in writing.
  - Includes the compensation, if any.
  - Contains the required disclosure "Compensation is not set by law and fully negotiable".
- **DOCUMENT ALL DISCUSSIONS AND OFFERS OF COMPENSATION**
  - If compensation is advertised, save and print it.
  - If compensation is not advertised, call, text, or email — and, confirm all conversations in writing.
- **USE A COMPENSATION AGREEMENT & MAYBE EVEN THE FF & GG RIDERS**
  - A compensation agreement is the best way to prove you should get paid for your work.
  - Use GG if your buyer wants to make their offer contingent on securing a compensation agreement.
  - Use FF to convert seller concessions into a credit for the buyer, who can use all or part of the credit to compensate you (their broker). NOTE: Seller concessions CANNOT be limited to or conditioned upon the retention of or payment to a cooperating broker, buyer broker, or other buyer representative.

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