HGAR
Hudson Gateway Association of REALTORS®

COOPERATING COMPENSATION AGREEMENT - RENTALS

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

PROPERTY ADDRESS: 56 South Lawn Ave Elmsford

LANDLORD(S): David Sadofsky

LISTING BROKER: CS Realty & Relocation Services, Inc.

TENANT(S): _____

COOPERATING BROKER: _____

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

DS/_____/_____/_____ ALL PARTIES TO INITIAL

1. The COOPERATING BROKER is acting as **TENANT'S AGENT:**

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

2. The undersigned LANDLORD, THROUGH ITS AUTHORIZED AGENT,

   agrees to pay the undersigned COOPERATING BROKER upon the lease signing of the above-described property the following commission Zero % of the monthly rental price of the property

   The compensation shall be payable to the COOPERATING BROKER at the time of lease signing or after the funds have cleared listing agents account.

3. ADDITIONAL TERMS: _____

4. LANDLORD AND TENANT agree that the 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 lease agreement as needed.

5. DISPUTE RESOLUTION

[a] **Binding Final Arbitration.** TENANT, LANDLORD, 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 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. TENANT, LANDLORD, 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 TENANT or LANDLORD 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 TENANT and LANDLORD. 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, LANDLORD and TENANT 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, LANDLORD and TENANT 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] **LANDLORD AND TENANT UNDERSTAND THE ARBITRATION AND WAIVER PROVISIONS. LANDLORD AND TENANT 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. LANDLORD AND TENANT HEREBY AGREE TO THE PROVISIONS OF THIS PARAGRAPH 5.**

_____ / / _____ **[ALL PARTIES TO INITIAL].**

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

LANDLORD(S): _____ Date: 6/12/25

LISTING BROKER: CS Realty & Relocation Services, Inc Date: 11-3-26

TENANT(S): _____ 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]