

# MUTUAL TERMINATION OF BROKERAGE ENGAGEMENT AGREEMENT



2022 Printing

This Mutual Termination Agreement is entered into this date of \_\_\_\_\_, by and between \_\_\_\_\_ ("Client") and \_\_\_\_\_ ("Broker") relative to the following \_\_\_\_\_ ("Brokerage Engagement Agreement" or "Agreement"). If the Brokerage Engagement Agreement is a listing agreement, the listed property is located at the following address: \_\_\_\_\_ ("Property").

## WITNESSETH

For and in consideration of Ten (\$10.00) and other good and valuable consideration, the parties do hereby agree as follows:

1. Broker and Client do hereby agree to mutually terminate the Brokerage Engagement Agreement effective as of the following date: \_\_\_\_\_ ("Termination Date"). After such date, Broker shall no longer perform brokerage services on behalf of Client.
2. If the Brokerage Engagement Agreement is a listing agreement, the cost to remove early the listing from any multiple listing service in which the property is listed shall be paid by the Client.
3. Upon the mutual termination of the Agreement, the parties shall have no further rights or responsibilities to one another other than the following which the parties agree shall expressly survive the termination of the Agreement. *[Select all that apply. The boxes not marked shall not be a part of the Agreement.]*

- Simultaneously with the execution of this Agreement, Client shall pay Broker \$ \_\_\_\_\_ to reimburse Broker for the fees, costs and expenses incurred by Broker in connection with the Agreement.
- Client shall pay Broker \$ \_\_\_\_\_ in full and final settlement of any and all claims, causes of action, suits and damages of Broker arising out of or relating to the Agreement.
- Other: \_\_\_\_\_

**Removed verbiage about Protection Period - No Commission Protection with Mutual Termination**

Effective upon entering into this Agreement, Client and Broker do hereby release one another from any and all claims, causes of action, suits and damages (collectively "Claims") arising out of or relating to the Brokerage Engagement Agreement, except for Claims arising out of or relating to the breach of this Mutual Termination of Brokerage Engagement Agreement.

IN WITNESS WHEREOF, the undersigned do hereby set their hands and seals to this Agreement.

**BROKER:**

**CLIENT:**

\_\_\_\_\_  
Broker's Signature

\_\_\_\_\_  
1 Client's Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
2 Client's Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

Additional Signature Page (F146) is attached.