

EXCLUSIVE BUYER BROKER AGREEMENT

Agreement Date: _____

Broker: _____

Address: _____

Email: _____

Phone: _____

Buyer: _____

Address: _____

Email: _____

Phone: _____

Term: Commencement Date: ____ 202 ____.

Termination Date: _____ 202 ____, or until the date of closing for any real property ("Property") pending pursuant to this Agreement, whichever is later.

1. **Services.** Buyer hereby engages and retains Broker as its exclusive Broker, whose duties shall include but not be limited to the following: assist Buyer in the procurement of real estate for purchase, lease, option, exchange or any legal or equitable interest in Property (collectively, "Services"), and Broker hereby accepts and agrees to such engagement. Broker represents and agrees to conduct said Services in accordance with all applicable local, state, and federal laws, rules and regulations. Broker may refer or recommend products or services (collectively, "Referrals") to Buyer; however, Broker does not warrant or guaranty any Referrals. Any Referrals by Broker to Buyer are for Buyer's convenience and Buyer shall verify, determine and perform its own due diligence on any Referrals.

2. **Duties.**

Broker Duties. Broker shall perform its Services as are customarily performed by one holding the position of Broker pursuant to Florida Statute 475 and the governing rules of the Florida Real Estate Commission ("FREC"), as amended from time to time. Such Services shall be performed in good faith and Broker shall use its professional knowledge and skills to assist the Buyer in identifying, negotiating and securing Property on behalf of Buyer.

Buyer Duties. Buyer shall cooperate with Broker regarding the Services. Buyer shall exclusively work with Broker until the expiration of the Termination Date. Buyer shall not view or contact listing agents or owners of any Property directly or indirectly without the express written consent of Broker. All communications, negotiations, inquiries and showings of any Property shall be by Broker. Buyer shall fully cooperate with the lender of its choosing and keep Broker informed of the status of its application and loan. By execution of this Agreement, Buyer hereby authorizes its lender to disclose to Broker its application, loan status, and

such other information as reasonably requested by Broker regarding the loan. Buyer represents that as of the Agreement Date it is not a party to any another buyer or tenant representation agreement, written or oral, with another broker.

3. **Compensation.** Broker compensation or the allocation of compensation between brokers is not proscribed by law and is not fixed, controlled, recommended, or suggested, by any Realtor's® organization or listing service. Broker compensation is fully negotiable. Broker's independently determine their commission and fees. Broker shall only receive compensation for services set forth herein and shall not receive any compensation from any source that exceeds the amounts stated in this Agreement.

For Services rendered by Broker, Buyer will pay Broker as follows ("Compensation"):

(a) Initial fee^a: Upon execution of this Agreement, Buyer shall pay Broker a non-refundable fee of \$ _____ for the Services; *and in addition*:

(b) Buyer agrees to pay Broker when earned and payable for:

Purchases: (i) ____% of the purchase price of a Property; or (ii) a flat fee of \$ _____. A transaction fee of \$ _____.

Leases: (i) ____% of first month's rent; or (ii) ____% of all rents to be paid over the term of a lease; or (iii) a flat fee of \$ _____.

Broker may receive compensation from a seller, landlord or listing agent and in such event Broker shall reduce its Compensation under this Paragraph 3 by said amount.

Broker's Compensation is due upon the earlier of: (i) the closing or execution of a lease to acquire a Property; (ii) Buyer's breach of a contract to purchase or lease a Property; or (iii) Buyer's breach of this Agreement. If Buyer acquires more than one Property under this Agreement, Broker's Compensation for each Property acquired is earned as each Property is acquired and is payable at the closing or execution of a lease. If Buyer purchases or leases a Property listed by Broker, any compensation Broker offers to other brokers in Broker's listing agreement with the owner of said Property shall be credited towards Broker's Compensation specified herein.

In addition to Broker's Compensation set forth herein, seller, landlord, or their listing agent may offer Broker other compensation, such as a bonus, if Buyer purchases or leases a Property ("Bonus"). Broker will disclose to Buyer the specific amount of any Bonus. Buyer hereby acknowledges

^a This does not constitute a fee for rental information per F.S. 475.453

that any Bonus is in addition to the Compensation set forth herein to be paid by Buyer and said Bonus shall NOT reduce or be credited toward the Compensation. Seller paid compensation may exceed Buyer Compensation.

4. **Relationship.** Pursuant the FS 475.278 Broker shall be a transactional broker, unless Buyer selects and executes the attached disclosure: Single Agent; or No brokerage relationship
5. **Protection Period.** Buyer agrees that if Buyer enters into any contract to purchase or lease a Property that Broker identified or which Buyer identified during the term of this Agreement, within days (if left blank, 30 days) after termination of this Agreement, Buyer shall pay Broker the Compensation as set forth in Paragraph 3. Buyer shall not be obligated to pay Broker the Compensation if Buyer enters into an exclusive buyer brokerage agreement with another broker after termination. This provision shall survive termination of this Agreement.
6. **Conditional Termination.** Buyer may request Broker to conditionally terminate this Agreement (“Conditional Termination”). If Broker consents to the Conditional Termination, which consent is in Broker’s sole and absolute discretion, Buyer shall pay Broker a termination fee of \$ by Buyer. The provisions of Paragraph 5 shall remain in full force and effect.
7. **Competing Buyers.** Buyer acknowledges that Broker may represent other potential buyers or tenants who may seek to acquire properties that may be identified by Broker or Buyer. Buyer agrees that Broker may, during the term of this Agreement and after its expiration, represent such other potential buyers and tenants, show the other potential buyers and tenants the same properties that Broker identified to Buyer, and act as a real estate broker for such other potential buyers and tenants in negotiating the acquisition of properties that Buyer may seek to acquire.
8. **Default.** If either party fails to comply with this Agreement, the non-complying party shall be in default. If Buyer is in default of any term of this Agreement, Broker may terminate this Agreement whereupon the Compensation shall be immediately due and payable to Broker by Buyer and Broker may exercise any other remedies at law or equity. If Broker is in default, Buyer may exercise any remedy at law or equity.
9. **Dispute Resolution.** The parties agree to negotiate in good faith in an effort to resolve any dispute or claim that may arise pursuant to this Agreement or any transaction related to or contemplated by this Agreement (“Dispute”) within five (5) days of written notice from either party. If the Dispute cannot be resolved by negotiation, the parties shall submit the Dispute to mediation prior to initiating litigation. The costs of the mediation shall be borne equally by the parties. If the parties are unable to agree upon a mediator, the Dispute shall be submitted to the American Arbitration Association which shall then select a mediator. Mediation shall commence within thirty (30) days of the impasse of the parties’ direct good faith negotiations. Any Dispute not

resolved in mediation shall be submitted to a court a competent jurisdiction.

10. **Limitation of Liability and Indemnification.** Broker and its associates are not responsible or liable for any person’s personal injuries or for any loss or damage to any person’s property that is not caused by Broker. Buyer shall hold Broker and its associates harmless from any such injuries or losses. Buyer shall indemnify, defend, and hold harmless Broker against any claims for injury or damage that Buyer may cause to others or their property or for any acts of Broker performed on behalf of Buyer. The terms of this Paragraph 10 shall survive termination of this Agreement.
11. **Fair Housing.** Broker adheres to the principles expressed in the Florida and Federal Fair Housing Acts and will not participate in any act that unlawfully discriminates on the basis of race, color, religion, sex, handicap, sexual orientation, familial status, country of national origin or other category protected under federal, state or local law.
12. **Governing Law, Venue, Severability, and Notice.** This Agreement shall be governed by the laws of the State of Florida. Venue shall be proper only in County, Florida. **THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY IN ANY ACTIONS.** If any one or more of the provisions of this Agreement, shall be held invalid or unenforceable, the validity and enforceability of all other provisions of this Agreement shall not be affected thereby. This Agreement supersedes and replaces any prior agreement or understanding of any type between the parties, may be amended only by a written instrument executed by the parties, and may not be assigned. Any written notice required between the parties shall be via email at the address set forth above, with a required “Read Receipt.”
13. **Benefit.** All rights and obligations of this Agreement shall bind and inure to the benefit of the parties and their respective heirs, executors, administrators, assigns, and successors. This Agreement shall be binding on Buyer for any entity in which Buyer has an ownership or management interest, for which Broker provided Services to Buyer.
14. **Professional Advice.** Buyer should consult with professionals for advice for legal, inspections, environmental, engineering and other areas related to the acquisition of a Property, including the execution of this Agreement.
15. **Attorney's Fees.** In the event either party commences legal action to enforce its rights under this Agreement, the prevailing party shall be entitled to reimbursement from the other party of its reasonable attorney's fees and costs, including any appeals.

BROKER: _____

BUYER: _____

BUYER: _____