Showing Agreement

1. PARTIES: _____ ("**Consumer**") agrees that if, between _____ and 11:59 p.m. on _____, **Consumer** becomes interested in touring, negotiating the purchase, option, exchange, lease or other acquisition of any of the properties listed below, **Consumer** will utilize the professional services of Premium Properties RE Services ("**Broker**"). Should **Consumer** enter into either a fully executed contract for sale and purchase or a contract to lease on Property listed in paragraph 2, the term of this Agreement will automatically extend through the date of the actual closing or lease execution by all parties.

2. PROPERTY: This Agreement applies to the following properties:

3. BROKER'S OBLIGATIONS:

(a) **Broker Assistance.** If **Consumer** wants to negotiate a transaction on any of the above properties, **Broker** will:

- use **Broker's** professional knowledge and skills;
- use diligent effort to show **Consumer** the above-described properties;
- assist **Consumer** in negotiating and closing any resulting transaction; and
- cooperate with real estate licensees working with the owner, if any, to complete a transaction.

(b) **Other Consumers. Consumer** agrees that **Broker** may work with other prospective consumers who want to acquire the same property as **Consumer**. **Consumer** agrees that **Broker** may make competing consumers aware of the existence of any offer **Consumer** makes, so long as **Broker** does not reveal any material terms or conditions of the offer without **Consumer's** prior written consent.

(c) **Fair Housing. Broker** adheres to the principles expressed in the Fair Housing Act and will not participate in any act that unlawfully discriminates on the basis of race, color, religion, sex, handicap, familial status, country of national origin or any other category protected under federal, state or local law.

(d) **Service Providers. Broker** does not warrant or guarantee products or services provided by any third party whom **Broker**, refers or recommends to **Consumer** in connection with property acquisition.

4. CONSUMER'S OBLIGATIONS: Consumer agrees to cooperate with **Broker** in accomplishing the objectives of this Agreement, including:

- immediately contacting **Broker** upon deciding to negotiate for the acquisition of one or more of the above-listed properties;
- informing any other real estate licensee with whom **Consumer** has contact that **Consumer** has contracted to work with **Broker** with regard to the properties listed above;
- providing **Broker** and necessary third parties (i.e., any lender, closing agent, etc) with accurate information requested by **Broker** or third parties in connection with ensuring **Consumer's** ability to acquire property. **Consumer** authorizes **Broker** to run a credit check to verify **Consumer's** credit information.
- indemnifying and holding **Broker** harmless from losses, damages, costs, and expenses of any nature, that **Broker** incurs because of **Consumer's** negligence, misrepresentations, or default on any agreement;
- consulting appropriate professionals for legal, tax, environmental, engineering, foreign reporting requirements and other specialized advice; and
- making a diligent good faith effort to perform the contract terms of any purchase agreement or contract to lease, and close on the sale of any property **Consumer** contracts to acquire.

5. COMPENSATION: Broker's compensation is earned when, during the term of this Agreement or any renewal or extension, **Consumer** or any person acting for or on behalf of **Consumer** contracts to acquire real property as specified in this Agreement. This compensation is for **Broker's** services for **Consumer**. Compensation received by **Broker**, if any, from an owner or owner's broker for services rendered to **Consumer** will reduce any amount owed by **Consumer** per this paragraph.

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(a) Purchase or exchange: $---------- or -------- % (select only one); or $---------- or 3 % plus $335.00 (select only one) of the total purchase price or other consideration for the acquired property, payable no later than the date of closing specified in the sales contract; however, closing is not a prerequisite for **Broker's** fee being earned.

(b) Lease: $---------- or 25 % of 1 month's rent (select only one); or $---------- or ---------- % plus $---------- (select only one) of the gross lease value, payable when **Consumer** enters into a lease with the owner. If **Consumer** enters into a lease-purchase agreement, the amount of the leasing fee which **Broker** receives will be credited toward the amount due **Broker** for the purchase.

(c) Other: Compensation for all other types of acquisition, see Additional Terms.

6. **RETAINER**: A **non-refundable** retainer fee of $0.00 for **Broker's** services provided for **Consumer** ("Retainer") is earned and payable upon execution of this Agreement. This Retainer is in addition to any compensation earned by **Broker**. **Broker** and **Consumer** agree the Retainer is for the real estate services described herein and does not constitute a fee paid for a rental information list as described in section 475.453, Florida Statutes.

7. **ADDITIONALTERMS:**

8. **DISPUTE RESOLUTION:** This Agreement will be construed under Florida law. All controversies, claims, and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be settled by first attempting mediation by mediator agreed upon by the parties. If litigation arises out of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and costs, unless the parties agree that disputes will be settled by arbitration as follows: **Arbitration:** By initialing in the space provided, **Consumer** [ ] [ ] **Broker or Authorized Associate** [ ] agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which the Property is located in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision of this Agreement or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees, and will equally split the arbitrator's fees and administrative fees of arbitration.

9. **ACKNOWLEDGMENT; MODIFICATIONS: Consumer** has read this Agreement and understands its contents. This Agreement cannot be changed except by written agreement signed by both parties. Electronic signatures will be acceptable and binding. **Brokerage commissions are not set by law and are fully negotiable. Broker may not receive compensation from any source that exceeds the amount or rate agreed to with Consumer.** However, **Consumer** agrees that **Broker** may receive separate compensation from owner of the property for services rendered to owner by **Broker,** for which **Consumer** will not be responsible.

Date: _____ **Consumer**: _____

Address: _____

Zip: _____ Telephone: _____ Facsimile: _____

Date: _____ **Consumer**: _____

Address: _____

Zip: _____ Telephone: _____ Facsimile: _____

Date: _____ **Authorized Associate/Broker:** _____

Copy returned to **Consumer** on _____ by: ☐ personal delivery ☐ mail ☐ facsimile.

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