



CO-OPERATING BROKERAGE AGREEMENT
CONFIDENTIALITY AGREEMENT
REGISTRATION AGREEMENT

Selling Brokerage Company: (“ Selling broker”) (Please Print)
Agent as Selling broker: (Please Print)
Listing Broker: RE/MAX Advance Realty (“R/M A.R.”*) (Broker)

Address(s) : 9055-9095 SW 87 AVE. Miami, Florida

Dear _____:

We are enclosing at your request an agreement for the above Property(s). Kindly sign and list your Prospect(s)’s name(s) in the space provided, have your client sign it and return a copy to us via mail or facsimile. We will then forward to you an executed copy of this agreement along with information on the Property.

It is hereby agreed that the broker and broker’s Prospect acknowledges the following:

1. It is our understanding that broker wishes to register with R/M A.R. the person or entity (“Prospect(s)”) listed on Exhibit “A”, attached and made a part of this agreement (“Agreement”), as a potential purchaser of the Property. Broker is unauthorized to discuss the sale of the Property with Prospect(s) until broker has received an executed copy of the Agreement countersigned by Paul Silverstein, P.A., Broker Associate with RE/MAX Advance Realty, which shall serve as authorization for broker to discuss the sale of the Property with Prospect(s) only.
2. Upon our receipt of this Agreement signed by broker, then R/M A.R. will provide broker with certain confidential information relative to the business and affairs of the Property, as well as other information that may be pertinent to the sale of the Property or specific information requested by the Prospect, all of which will hereinafter be referred to as (“Confidential” Information”). Said Confidential Information is believed to be accurate and has been obtained from sources believed to be reliable however; neither R/M A.R. nor the Owner makes any claims or assumes any responsibility for the accuracy or completeness of the Confidential Information. Neither the Owner nor R/M A.R. shall have any liability for any reason to the Prospect(s) and/or broker resulting from the use of the Confidential Information by the Prospect and/or broker.
4. Broker represents and covenants that broker is, and at the time of consummation of any sale of the Property to the Prospect(s), that broker will be duly licensed real estate broker/agent in the State of Florida.
5. The parties agree that a facsimile transmission of this agreement and all signatures and initials thereto shall be deemed an original document with the same legal force and effect as an original.
6. R/M A.R. is a Transaction Agent. R/M A.R. is not an agent for the Prospect(s). Selling broker must be a Transaction Agent or Buyer’s broker.
7. This Agreement shall remain in full force and effect for Twelve (12) Months from the Effective Date this document is executed.

_____ (initials)

8. All Confidential Information furnished to broker, and Prospect(s), shall be the property of R/M A.R. The Confidential Information may be used by the Prospect(s) solely for the purpose of determining the Prospect's interest in the Property(s) and may not be copied or duplicated by the broker or Prospect(s) without the written consent of R/M A.R. The Confidential information is to be returned to R/M A.R. immediately upon request or when Prospect(s) declines to make an offer for the Property or terminates any discussions or negotiations with respect to the Property. **The broker may not make any Confidential Information available, or disclose the contents thereof, to any person other than the registered Prospect(s). Any breach of this Confidentiality Agreement shall result in the forfeiture of any fees due Broker.** Broker agrees during this the term, not to discuss the sale of the Property directly with staff personnel or tenants at the Property, nor visit the site, make phone calls to the site making reference to the property being offered for sale, nor make known to other parties that the property is being considered for sale or purchase without the prior, written permission from R/M A.R. All offers and questions shall be presented to Owner through R/M A.R.

9. Broker indemnifies and save harmless R/M A.R. and the Owner and our respective affiliates, against and from any loss, liability or expense, including attorney's fees, arising out of any claim if such claim is based in whole or in part on dealings with (Broker). In the event that the broker or Prospect(s) violates the confidentiality covenant or any other covenant herein with respect to the property , both Owner and R/M A.R. shall be entitled to all remedies provided by law, including, injunctive relief and damages.

10. The property is offered for sale subject to withdrawal from market, change in offering price, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any Prospect, or for any other reason whatsoever without notice. The Property is being offered without regard to race, creed, sex, religion or national origin.

11. In the event that the Prospective Purchaser(s) named herein purchases the referenced property, then the brokerage fee to the cooperating real estate company shall be **Two (2.0%) Percent**, based upon the final selling price. Said fee shall be payable only in the event that R/M A.R. receives its fees from the seller.

12. If any of the terms and provisions of this agreement is held or deemed to be invalid or unenforceable by a court of competent jurisdiction, this agreement shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this agreement.

13. The broker shall not have the right to advertise that the property is for sale and Paul Silverstein, P.A. and R/M A.R. has the exclusive rights to publicize the sale of the property.

14. The term "purchase", "sale", or other similar language refers to the purchase or sale of all or a portion of the Property or any interest in the property, to the purchase and leaseback of the property or to any joint venture, development or Trusteeship between Owner and Prospect, or to any gift, option, voluntary transfer for consideration, lease with option to buy, lease purchase, contract for deed, any deferred closing technique, exchange, or by any other conveyance or transfer of any legal or equitable interest in the property to any person or entity, including any entity owned or controlled to any extent either directly or indirectly by Prospect.

_____ (initials)

15. By the signatures below and execution of this agreement thereby, each of the signatories separately and individually confirm that any corporation, organization, firm, company or individual of which this signatory is a part to or of, member of, principal of, or agents for said association is bound hereby.

16. **NO COMMISSION WILL BE DUE TO THE SELLING BROKER IF THE SELLING BROKER FAILS TO REGISTER A PRINCIPAL. NO COMMISSION WILL BE DUE TO THE SELLING BROKER IF A BROKERAGE COMPANY, BROKER, OR AGENT IS REGISTERED WHEN THEY ARE NOT THE BROKERAGE COMPANY REPRESENTING THE ENTITY PURCHASING THE PROPERTY.**

ACKNOWLEDGED AND AGREED

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Co-Op Selling broker

Selling brokerage Company

RE/MAX Advance Realty
Paul Silverstein, P.A.
Broker-Associate, Senior Director - Commercial Division

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT "A"
Prospective Purchaser

Prospect Name(s): _____ **(print)**

Prospect Signature By: _____

Company: _____

Address: _____

Phone: _____

Email _____