

Non-Exclusive Buyer/Lessee Representation Agreement



Our Commitment to You and Our Communities

Thank you for the opportunity to assist you with your real estate search. We are dedicated to providing you with exceptional service, helping you successfully navigate the complexities of the real estate buying process, and making your experience a rewarding one. In our ongoing effort to improve the lives of Florida residents and the communities we serve, **Coldwell Banker Realty CARES** has proudly donated millions of dollars and volunteer support to charitable organizations that work to make Florida a better place to live.

1. **Parties.** _____ grant Coldwell Banker Realty ("Coldwell Banker") the non-exclusive right to represent you pursuant to the terms of this agreement in connection with Your acquisition of an interest in real property. The effective date of this agreement is the date of the last signature below ("Effective Date").

2. **Brokerage Relationship, Obligations and Authority.** You authorize and acknowledge that we are representing you in a non-exclusive statutory transaction brokerage relationship in accordance with Florida law. Subject to paragraph 4 below, you are **NOT** obligated to work with us except for specific properties that we introduce or show to you. You agree to take all necessary actions to protect our rights to the compensation below as the procuring cause of any transaction resulting from such introduction or showing, whether the property is listed with another broker or for sale or lease "By Owner". You acknowledge that we may represent other prospective buyers and tenants who seek to acquire the same or similar properties that are being shown to you.

3. **Properties Introduced and/or Shown.** (This section need not be completed for this agreement to be valid, and no portion of your obligations to us, as indicated herein, will be affected if this section is incomplete or blank or you purchase a property not listed below).

- a. _____
- b. _____
- c. _____
- d. _____

4. **Compensation.** You are under no obligation to compensate Coldwell Banker except as set forth in this paragraph. Except as provided for herein, all compensation will be paid by the seller, landlord, or the listing broker. You will only be obligated to pay Coldwell Banker a commission (in U.S. currency) of _____% of the purchase price (**3% if left blank**) or _____% (**5% if left blank**) of the gross base rent due under the lease (including any extensions or renewals) if, within 180 days of being introduced to or shown the property, you (or any family member or any entity in which have any direct or indirect interest) enter into an agreement to acquire any property introduced or shown to you by us (including, but not limited to, properties listed in paragraph 3), and the owner and/or listing broker does not compensate Coldwell Banker at the time of the closing (or at the time the lease is executed). You agree to take all necessary steps to ensure that any agreement you (or any family member or any entity in which you have any direct or indirect interest) enter includes a provision for the owner to pay Coldwell Banker the commission in this paragraph and to not engage in any actions that interferes with its entitlement to be paid. Separate from, and in addition to, the compensation noted in this paragraph, you agree to pay Coldwell Banker a commission of \$345 if and when your purchase closes.

5. **Earnest Money Deposits.** It is the custom and practice in Florida for buyers to make one or more earnest money deposits to be held in escrow in accordance with the purchase contract. Failing to make a deposit when agreed can cause you to be in default under your contract.

6. **E-Mail Hacks and Fraudulent Wire Instructions.** Criminals/hackers are targeting email accounts of various parties involved in real estate transactions (e.g., lawyers, title agents, mortgage brokers, real estate agents). Among other concerns, this has led to fraudulent wiring instructions being used to divert funds to the criminal's bank account. These emails may look like legitimate emails from the proper party. **We strongly recommend that you, your lawyers, and others working on a transaction, refrain from placing any sensitive personal and financial information in an email, directly or through an email attachment. When you need to share Social Security numbers, bank accounts, credit card numbers, wiring instructions or similar sensitive information, we strongly recommend using more secure means, such as providing the information in person, over the phone, or through secure mail or package services, whenever possible. In addition, before you wire any funds to any party (including your lawyer, title agent, mortgage broker, or real estate agent) you should personally call them to confirm that the wire instructions are legitimate (i.e., confirm the**

ABA routing number or SWIFT code and credit account number). You should call them at a number that you obtain on your own (e.g., the sales contract, their website, etc.) and not call the number in the email to be sure that you are contacting a legitimate party.

7. Multiple Offers. When formulating your offer, keep in mind that multiple offers may be presented on the property you choose, including offers through Coldwell Banker sales associates (including those working with you) on behalf of other buyers, and a seller may not treat the existence or terms of your or any other offer as confidential unless required to by law or contract.

8. Property Inspections and Surveys. Unanticipated conditions and repairs can be costly and disruptive. To help minimize the possibility, you should (a) exercise any right to obtain a property survey, (b) personally verify the zoning, square footage, and permitted uses (including, but not limited to, you comparing it to the property information on the county property appraiser website which may reveal discrepancies with the information you have been provided), (c) obtain any inspections, including inspections of the roof, structural, appliances, pool, plumbing, electrical, HVAC systems, termite, open permits, unpermitted improvements or repairs, and septic/water/ sewage (hookups, source of service, and condition); (d) have your inspector verify that any agreed repairs were properly made by an appropriately licensed person; and (e) personally perform a walkthrough inspection before closing. You agree not to rely on us for any of these matters.

9. Condominium and Homeowners' Associations. Properties governed by a condominium or homeowners' association are subject to restrictions and rules, and owners are typically required to pay various maintenance and other recurring fees. Before you sign a contract, we strongly encourage you to personally contact the association with any questions and to help you determine its financial condition, rules, the existence of any rental restrictions, pending or threatened litigation, or current or anticipated repairs or improvements that may result in an assessment. We do not guarantee the accuracy of the information provided to you or to us by the seller or the association and you agree to hold us harmless from any incomplete or inaccurate information.

10. School Boundaries. School boundaries are subject to change and the information available to the seller or us may not be accurate, even though it appears to be from a reliable source. Contact the local school board directly for current boundaries before you sign a contract.

11. Property Taxes and Flood Insurance. The seller's current property taxes may not be the amount you will pay as the new owner. Changes in ownership, improvements, and other events may trigger reassessments or increases. You should also not rely on the seller's current premiums for flood insurance as changes to federal law may result in an increase in premiums. If you have any questions, contact the county property appraiser's office for tax information and your insurance agent for insurance information before you sign a contract. Additional flood insurance information can also be found at www.fema.gov/national-flood-insurance-program.

12. Mold and Moisture. Conditions in Florida can lead to mold growth and moisture so we encourage you to pay attention to signs of the presence of mold, moisture, or mildew odors and consider adding a contract provision that gives you the right to conduct a mold inspection.

13. Sexual Offenders. The Florida Department of Law Enforcement (FDLE) maintains a list of sexual predators/offenders to enable the public to obtain information about these individuals who may be living in their communities. If this is important to you, contact FDLE before you sign a contract at 1-888-357-7332 (toll free), via e-mail at sexpred@fdle.state.fl.us, or at www.fdle.state.fl.us.

14. Service Providers. As a courtesy, we may provide you with names of service providers (such as attorneys, title agents, home inspectors, engineers, and repairpersons). You should not construe our doing so as a recommendation, endorsement, or guarantee of any such service provider or their work, insurance, or licensure. If you decide to retain a service provider whose name we provided to you, you agree to release and hold us harmless from any claims or losses that in any way arise out of or relate to your use of any such service provider. The final choice of any service provider rests solely with you.

15. New Construction. We may refer you to one or more contractors to obtain a bid to build your home or other structure or provide other contracting services such as room additions and other renovations, improvements, or repairs. Except for certain communities that may require you to use a specific contractor, the final choice rests solely with you and we encourage you to shop around and compare qualifications and prices. Many contractors will pay a referral fee to real estate brokers, the amount of which may vary but is generally a percentage of the total cost of your contract. We recommend that you obtain the details directly from the contractor before you sign a contract. If you choose to utilize a contractor whose name we provided, you agree to release and hold us harmless from any claims (including, but not limited to, negligence claims) or losses that in any way relate to your use of any such contractor.

16. Home Warranty. Regardless of the condition of the appliances and systems that may be present, unanticipated repairs may occur. We recommend that you obtain a home warranty to help defray costs and minimize any inconvenience.

17. Representations, Acts or Omissions of Others. You agree to hold us harmless from losses, damages, costs, and expenses of any nature, including attorney's fees, that in any way relate to or arise out of your representations, acts or omissions or those of anyone other than us.

18. Fair Housing. We are required by law to treat all parties fairly, without regard to race, color, religion, national origin, sex, handicap, familial status or any other class or status protected by law.

19. Governing Law, Venue, Limitation of Liability, and Waiver. In the event of any dispute arising out of or in any way relating to your purchase of property or the relationship between you and us, (i) Florida law governs, (ii) venue shall be exclusively in the state courts of Broward County, Florida, (iii) any claim by you against us for damages of any nature (including,

but not limited to, negligence or personal injury claims of any nature against us) will not exceed the amount of the commission that we were paid, or would have been paid, in connection with the transaction, and (iv) **YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY CLAIM FOR PUNITIVE DAMAGES AND ANY RIGHT TO A JURY TRIAL IN ANY LITIGATION.**

20. Title Insurance. If, under your purchase contract, you are the party who selects the title insurance provider (“Title Provider”) for your transaction, you hereby select (**INITIAL YOUR SELECTION BELOW**):

- A. Sunbelt Title Agency (an affiliate of Coldwell Banker Realty); OR,
- B. Clear Title Group (an affiliate of Coldwell Banker Realty); OR,
- C. TITLE PROVIDER NAME: _____

You acknowledge that (a) your chosen Title Provider may act as Escrow Agent for earnest money deposits under your purchase contract and as Settlement/Closing Agent for the closing of your transaction, (b) the choice of Title Provider is for you to make in your sole discretion and you are not obligated to select Sunbelt Title Agency or Clear Title Group, and (c) you have been provided with Coldwell Banker’s Affiliated Business Arrangement Disclosure Statement. If you selected A or B above, please call 407-949-5990 to receive detailed information about multiple convenient options, including a mobile app, for placing your deposit.

21. Definitions. The terms “we”, “us”, and “our” mean Coldwell Banker and its representatives. The terms “you” and “your” mean the Buyer(s)/Lessee(s) signing below (jointly and severally) and, if the property is acquired by any immediate family member or any entity or trust in which you or such immediate family member have a direct or indirect interest, it shall also include such family member, entity, or trust. The term “acquire” means obtaining title to, or any interest in, real property through any means including by purchase, lease, option, exchange, or other interest (including the conveyance of stock in any ownership entity).

22. Additional Terms.

23. Signatures and Counterparts. This agreement may be executed electronically, in counterparts and via facsimile.

24. Entire Agreement / Survival. This agreement (a) reflects the entire agreement (b) can only be modified in writing by you and Coldwell Banker, and (c) is binding even if paragraph 20 is incomplete. If any part of this agreement is deemed invalid or unenforceable, the remaining parts will remain valid and enforceable. Paragraphs 4, 9, 14, 15, 17 and 19 will survive the termination or expiration of this agreement. If you have any questions, please consult with an attorney before you sign this or any other agreement. By signing below, you acknowledge that you have read, understand, and agree to the provisions above as a condition of our representation of you.

Buyer/Lessee: Date: _____

Buyer/Lessee: Date: _____

Coldwell Banker Realty: Date: _____