

Showing Agreement

1. PARTIES: _____ (“Consumer”) acknowledges that if, between _____ and 11:59 p.m. on _____, Consumer becomes interested in touring, negotiating the purchase, option, exchange, lease or other form of acquisition of any of the properties listed below, Consumer will use the professional services of _____ (“Broker”). Should the Consumer enter into either (a) a written agreement to make an offer for purchase and sale or a lease agreement on any property listed in paragraph 2, the term of this Agreement shall automatically continue through the actual closing date or signing of the lease by all parties.

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

3. BROKER’S OBLIGATIONS:

(a) Broker Assistance. If the Consumer decides to pursue a transaction involving any of the above-listed properties, Broker shall:

- employ Broker’s professional expertise and abilities;
- present options after showing the Consumer the properties described above;
- help Consumer with negotiation and completion of any resulting transaction; and
- keep Consumer updated on any developments that may impact Consumer’s desire or ability to complete a transaction.

(b) Disclosures: Consumer acknowledges that Broker may also represent or assist other Consumers who wish to obtain property, as well as owners or landlords, and may represent such individuals before, during, or after Consumer makes an offer, so long as Broker does not share any of Consumer’s confidential details with those individuals unless legally required.

(c) Fair Housing. Broker adheres to the principles of the Fair Housing Act and will not engage in any illegal discrimination based on race, color, religion, sex, disability, familial status, or national origin.

(d) Payments. Broker does not control or establish real estate commissions, which are negotiable between Broker and its clients. Broker does not receive payments or rent from a landlord or seller unless disclosed to Consumer.

4. CONSUMER’S OBLIGATIONS: Consumer agrees to assist Broker in achieving the objectives of this Agreement by:

- (a) promptly communicating the Consumer’s needs and financial criteria;
- (b) notifying other real estate agents who reach out that the Consumer has agreed to work exclusively with Broker;
- (c) supplying, when requested, the names of any lenders, closing agents, etc., and providing accurate information;
- (d) During the duration of this Agreement, directing communications concerning any of

the above properties to Broker so Broker may perform Broker's duties (Consumer certifies all information is accurate).

(e) Consumer understands Broker acts solely in a brokerage capacity and assumes no obligations beyond those specifically agreed to in this Agreement. Consumer recognizes Broker may provide brokerage services to others.

(f) Consumer understands that local laws, ordinances, land use regulations, and other conditions may adversely affect a property.

5. **COMPENSATION:** Broker's fee is earned when, during the term of this Agreement or any renewal, Consumer (or any person acting on Consumer's behalf) enters into a contract to acquire or lease any of the properties covered by this Agreement. Consumer authorizes Broker to be paid by the owner or the owner's broker for services rendered to Consumer unless Consumer directs otherwise pursuant to this paragraph.

(a) Purchase or trade: \$_____ or ____ % of \$_____ (select only one) or \$_____ % plus \$_____ (select only one) of the full purchase amount or other consideration for the acquired property, due no later than the closing date listed in the purchase contract; however, closing is not required for Broker's fee to be earned.

(b) Lease: \$_____ % plus \$_____ or \$_____ month's rental (select only one); or \$_____ % plus \$_____ (select only one) of the total rent payable under the lease, due at the time Consumer signs a lease or lease-to-own agreement. The amount of the leasing commission paid to Broker will be applied toward the Broker's purchase commission.

(c) Other: For payment on any other type of acquisition, see Additional Terms.

6. **RETAINER:** A non-refundable retainer of \$_____ for the Broker's efforts provided to Consumer ("Retainer") is due and payable upon signing this Agreement. This Retainer is separate from any compensation Broker earns. Broker and Consumer agree that the Retainer is for brokerage services described here and is not a fee for a rental information list as defined in section 475.453, Florida Statutes.

7. **ADDITIONAL TERMS:**

8. **DISPUTE RESOLUTION:** This Agreement shall be interpreted under Florida law. Any disputes, claims, or disagreements between the parties arising out of or related to this Agreement, or any breach of it, must first be submitted to mediation using a mediator mutually selected by the parties. If legal action occurs from this Agreement, the winning party will be entitled to collect reasonable attorney's fees and costs, including those incurred in pre-trial, trial, or appeal. Both parties agree to make a sincere and diligent effort, together with the mediator, to resolve any disagreement submitted to mediation. Mediation must be conducted by a Florida Supreme Court-certified mediator with experience in real estate. If mediation fails, the Consumer may choose either arbitration

or litigation. Should the Consumer choose arbitration under the Arbitration Rules of the American Arbitration Association, Broker agrees to participate.

9. CONSUMER ACKNOWLEDGMENT: Consumer certifies having read and understood this Agreement in full. This Agreement binds the parties along with their heirs, executors, successors, and assigns. Consumer confirms receipt of a copy of this Agreement and authorizes Broker to collect payment from the owner or owner's broker as stated previously. If the amount is not agreed upon with the Owner, Consumer authorizes Broker to seek payment from the owner and agrees to pay Broker for services rendered to the owner, for which Consumer shall become liable.

Consumer's Signature Date

Print Consumer's Name

Address: _____ City: _____
_____ State: _____ Zip: _____ Telephone: _____
_____ Facsimile: _____

Consumer's Signature Date

Print Consumer's Name

Address: _____ City: _____
_____ State: _____ Zip: _____ Telephone: _____
_____ Facsimile: _____

Authorized Associate/Broker Date

Print Name

Address: _____ City: _____
_____ State: _____ Zip: _____ Telephone: _____
_____ Facsimile: _____

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