

# Showing Agreement



**1. PARTIES:** \_\_\_\_\_

("BuyerConsumer")

agrees that if, between \_\_\_\_\_, \_\_\_\_\_ and 11:59 p.m. on \_\_\_\_\_, \_\_\_\_\_, **BuyerConsumer** becomes interested in touring, negotiating the purchase, option, exchange, lease or other acquisition of any of the properties listed below, **BuyerConsumer** will utilize the professional services of \_\_\_\_\_ ("Broker").

**2. PROPERTY:** ~~Broker introduced Buyer~~ This Agreement applies to the following properties: \_\_\_\_\_

**3. BROKER'S OBLIGATIONS:**

(a) **Broker Assistance.** If **BuyerConsumer** 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;
- help Buyer determine Buyer's financial capability and financing options;
- assist **BuyerConsumer** in monitoring deadlines negotiating and closing any resulting transaction; and
- cooperate with real estate licensees working with the seller owner, if any, to effect complete a transaction.

(b) **Other BuyerConsumers.** **BuyerConsumer** understands agrees that **Broker** may work with other prospective buyerconsumers who want to acquire the same property as **BuyerConsumer**. ~~If Broker submits offers by competing buyers, Broker will notify Buyer that a competing offer has been made, but will not disclose any of the offer's material terms or conditions.~~ **BuyerConsumer** agrees that **Broker** may make competing buyerconsumers aware of the existence of any offer **BuyerConsumer** makes, so long as **Broker** does not reveal any material terms or conditions of the offer without **BuyerConsumer'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**, ~~at Buyer's request,~~ refers or recommends to **BuyerConsumer** in connection with property acquisition.

**4. BUYERCONSUMER'S OBLIGATIONS:** **BuyerConsumer** 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 **BuyerConsumer** has contact that BuyerConsumer is working exclusively 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 ~~personal and financial~~ information requested by **Broker** or third parties in connection with ensuring **BuyerConsumer'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;
- ~~paying Broker's compensation and, if Broker is held responsible for Buyer's wrongful acts or default on any agreement, then paying all of Broker's expenses; and~~
- 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.

~~Buyer~~ authorizes ~~Broker~~ to run a credit check to verify ~~Buyer's~~ credit information.

**5. COMPENSATION:** ~~Broker's~~ compensation of \_\_\_\_\_% of the purchase price or \$ \_\_\_\_\_ is earned when, during the term of this agreement, ~~Buyer~~ or any person acting for or on behalf of ~~Buyer~~ contracts to acquire an interest in any of the properties listed above. ~~Broker~~ will seek compensation from the listing office; however, if there is no listing office or no

compensation is offered, **Buyer** will ask the seller, as part of the offer, to pay **Broker's** compensation. If the seller and listing office, if any, refuse to pay **Broker's** compensation, **Buyer** will pay **Broker's** compensation upon **Broker's** demand. **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.

(a) Purchase or exchange: \$ \_\_\_\_\_ or \_\_\_\_\_ % (select only one); or \$ \_\_\_\_\_ or \_\_\_\_\_ % plus \$ \_\_\_\_\_ (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 \_\_\_\_\_ % of \_\_\_\_\_ 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.

**5.6.** RETAINER: A non-refundable retainer fee of \$ \_\_\_\_\_ 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. ADDITIONAL TERMS:**

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**6.8. DISPUTE RESOLUTION:** Any unresolvable dispute between **Buyer** and **Broker** will be mediated. If a settlement is not reached in mediation, the matter will be submitted to binding arbitration in accordance with the rules of the American Arbitration Association or other mutually agreeable arbitrator. 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.

**7.9. ACKNOWLEDGMENT; MODIFICATIONS:** **Buyer/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.

**Buyer/Consumer** (\_\_\_\_) (\_\_\_\_) and **Broker/Sales Associate** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 2 Pages.

Date: \_\_\_\_\_ **BuyerConsumer:** \_\_\_\_\_ Tax ID No----- \_\_\_\_\_

Address: \_\_\_\_\_

Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Date: \_\_\_\_\_ **BuyerConsumer:** \_\_\_\_\_ Tax ID No----- \_\_\_\_\_

Address: \_\_\_\_\_

Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

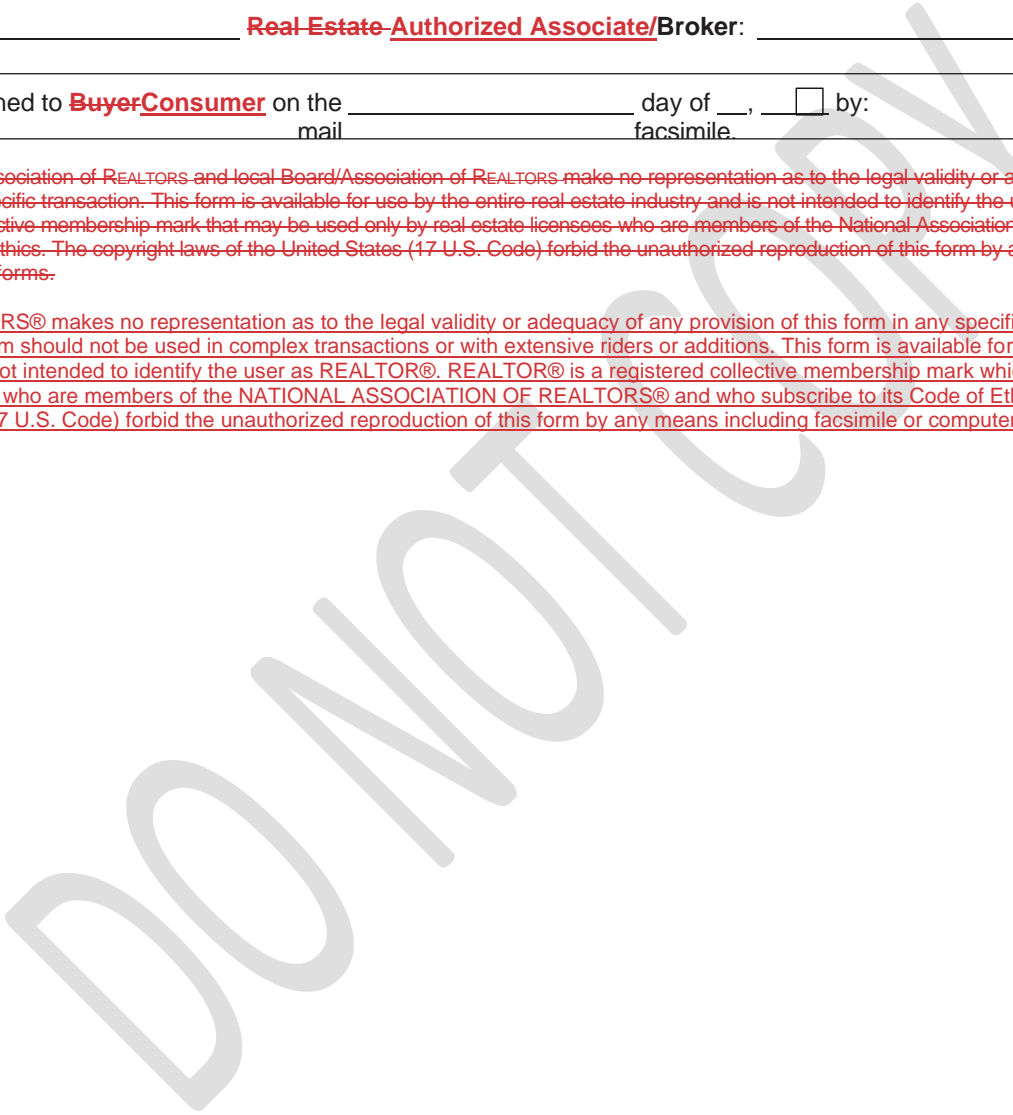
Date: \_\_\_\_\_ **Real Estate Sales Associate:** \_\_\_\_\_

Date: \_\_\_\_\_ **Real Estate Authorized Associate/Broker:** \_\_\_\_\_

Copy returned to **BuyerConsumer** on the \_\_\_\_\_ day of \_\_, \_\_  by:  personal delivery  
mail \_\_\_\_\_ facsimile.

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