

Prospective ~~Buyer~~/Tenant Retainer Agreement

~~1. PARTIES:~~ Prospective Buyer Prospective Tenant _____
 _____ (“**Prospect Tenant**”) agrees to utilize the
 services of Brokerage

~~1.~~ _____ (“**Broker**”) to assist **Prospect Tenant** in locating
 the acquisition of suitable real property. The term “acquire” or “acquisition” includes any
~~purchase~~, option, exchange, lease or other acquisition of an interest in real property.

~~2. TERM:~~ This Agreement will begin on the _____ day of _____, _____ and will
 terminate at 11:59 p.m. on the _____ day of _____.

~~3. BROKER OBLIGATIONS:~~ **Broker** will

- Use **Broker’s** professional knowledge and skills;
- Discuss property requirements and assist **Prospect in Tenant in** locating and viewing suitable properties;
- Cooperate with other real estate licensees, if any, to assist **Prospect Tenant** in acquiring an interest in real property.

~~4. 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, sex, disability, familial status, country of national origin or any other category protected under federal, state or local law.

~~5. RETAINER:~~ Upon final execution of this Agreement, **Prospect Tenant** will pay to **Broker** a non-refundable retainer fee of \$ _____ for **Broker’s** services (“Retainer”). This fee will not be credited to **Prospect Tenant** if compensation is earned by **Broker** in a transaction.

Brokerage commissions are not set by law and are fully negotiable.

~~6. FLORIDA STATUTES 475.453:~~ **Broker** and **Prospect Tenant** 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 474.453, Florida Statutes.

 Prospective ~~Buyer~~/Tenant

 Date

 Prospective ~~Buyer~~/Tenant

 Date

 Broker/Authorized Associate

 Date

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