

PROCUREMENT FEE AND PROFESSIONAL SERVICES FEE AGREEMENT

IDENTIFICATION OF PERSONS AND ENTITIES:

Procuring Broker: COMPANY NAME
Procuring Agent: AGENT XYZ
Address: _____

Phone: _____ Fax: _____ Email: _____

Listing Broker/ International Marketing Broker: COMPANY NAME
Listing Agent/International Marketing Agent: YOUR NAME
Address: YOUR ADDRESS

Phone: _____ Fax: _____ Email: _____

Selling Broker: FILL IN ONLY WHEN YOU HAVE A SELLING BROKER/AGENT
Selling Agent: _____
Address: _____

Phone: _____ Fax: _____ Email: _____

For and In consideration of the procurement of the buyer for ADDRESS OF THE PROPERTY ("Property") by Procuring Agent, Listing Broker/International Marketing Broker agrees to pay Procuring Broker a procurement fee equal to **TWO** percent (2%) of the compensation earned by Listing Broker/International Marketing Broker upon the closing of the sale of the Property.

For and In consideration of referring the buyer to the Listing Agent/International Marketing Agent, Listing Broker/International Marketing Broker agrees to pay Selling Broker a professional services fee of THREE percent (3%) upon the closing of the Property.

Date: _____

Date: _____

PROCURING BROKER:
COMPANY NAME

**LISTING BROKER/
INTERNATIONAL MARKETING
BROKER:** COMPANY NAME

By Its Agent:
AGENT XYZ

By Its Agent:
YOUR NAME

Date: _____

SELLING BROKER:
FILL IN ONLY WHEN YOU HAVE A SELLING BROKER/AGENT

By Its Agent:

Non-Exclusive Agreement to Advertise and/or Promote

This Non-Exclusive Agreement to Advertise (“Agreement”) is made this 5TH day day of SEPTEMBER, 2007 by and between YOUR NAME, a licensed real estate agent with COMPANY NAME (circle one: “Listing Agent” or “International Marketing Agent”), and AGENT XYZ, a certified International Real Estate Specialist (“Promoting Agent”).

WHEREAS:

- 1) Listing Agent/International Marketing Agent represents and warrants that he has a certain real estate listing located at ADDRESS (the “Property”) that he is willing to allow Promoting Agent to promote the Property; and Promoting Agent desires to promote the Property.

NOW THEREFORE, the parties hereby agree, subject to the terms and conditions of this Agreement, that:

- 1.) Promoting Agent shall have the right to promote the Property as follows:
 - a) Promoting Agent shall have the right to display the Property on his personal website without changing any information obtained by Listing Agent/International Marketing Agent and contained in the listing/marketing documents for the Property;
 - b) Promoting Agent shall have the right to prepare, for his own use and at his own expense, print advertising without changing any information obtained by Listing Agent/International Marketing Agent and contained in the listing/marketing documents for the Property; and
 - c) Promoting Agent shall have the right to enter the listing for the Property into the MLS or similar automated cooperative listing service to which Promoting Agent belongs without changing any information obtained by Listing Agent/International Marketing Agent and contained in the listing/marketing documents for the Property.
- 2.) Promoting Agent’s rights hereunder shall terminate when and if:
 - a) Promoting Agent is no longer an agent in good standing with his local real estate board;
 - b) Promoting Agent is no longer a certified International Real Estate Specialist;
 - c) The listing/marketing agreement for the Property terminates or expires or the Property closes after it sells; or
 - d) Seller or Listing Agent/International Marketing Agent, in either’s sole discretion and upon thirty (30) days prior written notice, determines that Promoting Agent is not performing his obligations hereunder.
- 3.) With respect to the Property, Listing Agent/International Marketing Agent shall have the right to review any information that Promoting Agent displays on his website, places in his print advertising and/or inputs into his MLS to ensure that such information conforms to the information obtained by Listing Agent/International Marketing Agent and contained in the listing/marketing documents for the Property.
- 4.) Listing Agent/International Marketing Agent agrees that a procurement fee will be paid to Promoting Agent, pursuant to the terms of the Procurement Fee and Professional Services Fee Agreement, attached hereto and made a part hereof, at closing if the buyer is procured as a result of the exercise of Promoting Agent’s promoting rights hereunder.

- 5.) Promoting Agent shall also be entitled to a professional services fee or a buyer's representation fee pursuant to the terms of the Procurement Fee and Professional Services Fee Agreement, attached hereto and made a part hereof, at closing if Promoting Agent finds the buyer himself.

- 6.) Listing Agent/International Marketing Agent shall notify the Promoting Agent in writing when the listing/marketing agreement terminates or expires or when the Property closes after it sells and Promoting Agent agrees to remove the Property from his MLS, his website and all of his print materials immediately upon receipt of such notice.

IN WITNESS OF WHEREOF, the parties sign in the spaces provided below:

By: _____

By: _____

EXCLUSIVE INTERNATIONAL MARKETING CO-BROKERAGE AGREEMENT

This Exclusive International Marketing Co-Brokerage Agreement (“Agreement”) is made this 2ND day of SEPTEMBER, 2007 (“Effective Date”) by and between COMPANY NAME (“International Marketing Broker”) by its agent, YOUR NAME (“International Marketing Agent”) and COMPANY NAME (Co-Broker), by its agent, AGENT XYZ (Co-Agent), with respect to the marketing of the property located at ADDRESS and legally described as FULL LEGAL DESCRIPTION (“Property”).

WHEREAS, International Marketing Broker has entered into an Exclusive International Marketing Agreement (“Marketing Agreement”) with the seller of the Property to assist him in the sale of the Property and International Marketing Broker has the right to engage a Co-Broker to perform such services under the terms of the Marketing Agreement; and

WHEREAS, International Marketing Broker desires to engage Co-Broker pursuant to the terms of the Marketing Agreement and Co-Broker desires to be so engaged.

NOW THEREFORE, the parties agree as follows:

1.) Marketing Rights and Obligations: Co-Broker shall have the right to market the Property and to input the Property into the MLS (Multiple Listing Service) or similar automated cooperative listing service to which Co-Broker belongs and the obligations to perform such services, as directed by International Marketing Broker, that are necessary to close on the sale of the Property.

2.) International Marketing Broker’s Right to Review: With respect to the Property, International Marketing Broker shall have the right to review any information that Co-Broker displays on his website, places in his print advertising and/or inputs into his MLS to ensure that such information conforms to the information obtained by International Marketing Broker and contained in the listing/marketing documents for the Property.

3.) Agreement Duration: This Agreement is valid as long as the Marketing Agreement is in effect but may be terminated upon thirty (30) days prior written notice in the sole discretion of International Marketing Broker.

4.) Fees: For performing the services pursuant to this Agreement, Co-Broker shall be entitled to a fee of 2.5 % of the agreed sales price (“Sales Price”). This fee will be payable to Co-Broker upon closing and funding of the Property in accordance with the terms of the Marketing Agreement.

5.) Protection Period: Within 10 days after expiration or termination of this Agreement, Co-Broker may deliver in writing to International Marketing Broker a list of all prospects who might have an interest in the Property. In the event that any of these prospects purchases the Property within # days of such expiration or termination, International Marketing Broker will pay Co-Broker upon closing and funding the fee specified in Paragraph 3, notwithstanding the expiration or termination of the Agreement.

6.) Governing Laws: The laws of YOUR STATE will govern the interpretation, the validity, the performance and the enforcement of this Agreement.

Accepted by: YOUR NAME
International Marketing Broker

AGENT XYZ
Co-Broker

EXCLUSIVE INTERNATIONAL MARKETING AGREEMENT

This Exclusive International Marketing Agreement (“Agreement”) is made this 2ND day of SEPTEMBER, 2007 (“Effective Date”) by and between SELLER NAME (“Seller”), who represents that he or she is the owner of or legal representative for the property located at ADDRESS and legally described as FULL DESCRIPTION WITH LOT/BLOCK, ETC. (“Property”), and COMPANY NAME (“International Marketing Broker”) by its agent, YOUR NAME (“International Marketing Agent”).

WHEREAS, Seller desires to engage the services of International Marketing Broker to assist him in the sale of the Property and International Marketing Broker desires to perform such services.

NOW THEREFORE, the parties agree as follows:

1.) Marketing Rights: International Marketing Broker shall have the international rights to market the Property with full representation rights. In conjunction with such rights, International Marketing Broker shall have the obligation to:

- a. input the Property into the MLS (Multiple Listing Service) or similar automated cooperative listing service to which International Marketing Broker belongs in the jurisdiction in which International Marketing Broker is licensed;
- b. choose an agent or broker (“Co-Broker”) in the jurisdiction in which the Property is located so that the Property will be input into the MLS (Multiple Listing Service) or similar automated cooperative listing service to which such agent or broker belongs; and
- c. choose other agents and/or brokers (“Promoting Broker”) to promote the Property in other jurisdictions in the United States and/or around the world.

International Marketing Broker shall have the right to decide on the amount of fees to be paid to those participating agents and brokers specified in Paragraphs 1.b and 1.c.

2.) Marketing Agreement Duration: This Agreement is valid for a period of one year from the Effective Date and shall be renewable for similar one year periods if both parties agree to the renewal in writing.

3.) Fees: A fee of 10% of the agreed sales price (“Sales Price”) will be payable by Seller upon closing and funding of the Property. This fee will be paid by Seller and placed in an escrow account with NAME OF THE TITLE COMPANY OR ATTORNEY (“Escrow Company”) no later than two (2) days after funding, as directed by the solicitors/attorneys in charge of the sale of the Property.

This fee will then be disbursed at Closing by Escrow Company, in accordance with the U. S. regulations for transfer of funds, to the participating brokers as directed by International Marketing Broker as follows:

- a.) 2.5 % payable to International Marketing Broker;
- b.) 2.5 % payable to Co-Broker;
- c.) 2.0 % payable to Promoting Broker whose promoting activity procures the buyer; and
- d.) 3.0 % payable to the selling broker (“Selling Broker”).

If only International Marketing Broker and Co-Broker are involved in the sale of the Property, the amount of the fee that is specified in 3.c and 3.d shall be equally shared by International Marketing Broker and Co-Broker.

If Seller collects the Sales Price and/or any damages and/or all or part of the earnest money deposit, by suit, compromise, settlement or otherwise from a buyer who breaches a contract for the sale of the

Property entered during the period of this Agreement, Seller will pay International Marketing Broker an amount equal to 10% of the amount collected by Seller.

4.) Marketing Price: The Marketing Price (“Marketing Price”) for the Property, is \$**PRICE**.

5.) Protection Period: Within 10 days after expiration of this Agreement, International Marketing Broker may deliver in writing to Seller a list of all prospects who might have an interest in the property. In the event that any of these prospects purchases the Property, within # days of such expiration, Seller will pay International Marketing Broker the fee specified in Paragraph 3, notwithstanding the expiration of the Agreement.

6.) Title and Documentation: Seller will be responsible for issuing clear title to the Property; preparing all mandatory documentation; and obtaining all necessary permits as required by the laws and regulations of the jurisdiction in which the Property is located.

7.) Marketing: None of the marketing expenses incurred by International Marketing Broker shall be reimbursed by Seller. International Marketing Agent shall be in charge of supervising marketing for both the international market and the United States.

8.) Governing Laws: The laws of **YOUR STATE** will govern the interpretation, the validity, the performance and the enforcement of this Agreement.

9.) Binding Effect: Seller’s obligation to pay International Marketing Broker an earned fee is binding upon Seller and his heirs, administrators, executors, successors and permitted assignees.

Accepted by: _____
Seller

International Marketing Broker **YOUR NAME**

INTERNATIONAL REAL ESTATE SPECIALIST
BUYER'S REFERRAL AND PROFESSIONAL SERVICES FEE AGREEMENT

This Buyer's Referral and Professional Services Fee Agreement ("Agreement") is made this **3RD** day of **SEPTEMBER**, 2007 ("Effective Date") by and between the following:

RE/MAX **YOUR OFFICE NAME** by its authorized agent, **YOUR NAME** ("Buyer's Referring Broker"); **NAME OF THE BUYER** ("Buyer"); and **AGENT XYZ** the broker to whom Buyer's Referring Broker referred Buyer ("Buyer's Broker") hereinafter referred to in the singular as "Party" and in the plural as "Parties," with respect to the purchase of a property or properties ("Property") located within the following geographic area or areas (the "Property Area"): **e.g., XYZ COUNTY AND ABC COUNTY**.

The Parties hereby agree as follows:

1. Buyer's Referring Broker hereby refers Buyer to Buyer's Broker, who shall represent Buyer with respect to the purchase of the Property and Buyer hereby designates Buyer's Broker as Buyer's exclusive representative with respect to the Property Area;
2. Upon closing of the Property, Buyer's Broker shall pay to Buyer's Referring Broker **50** % of the selling side of the professional services fee that is paid by the seller as a referral fee;
3. If Buyer purchases a Property in the "Property Area" at any time within one year of the Effective Date and the seller fails to pay Buyer's Broker a professional services fee Buyer shall notify Buyer's Broker of such purchase and pay:
 1. Buyer's Broker a professional services fee equal to **THREE** percent (**3** %) of the sales price within ten (10) business days of closing, notwithstanding the termination of this Agreement; and
 2. Upon receipt of such professional services fee, Buyer's Broker shall pay **50** % of it to Buyer's Referring Broker as a referral fee within ten (10) business days;
4. Buyer agrees to keep confidential all information received from a seller or his authorized representative and designated by either of them as confidential;
5. The Parties shall comply with the terms and conditions of this Agreement and shall act at all times in good faith with respect to the performance of their respective duties and obligations hereunder;
6. The term of this Agreement shall be for a period of one (1) year from the Effective Date, provided that Buyer shall have the right in his sole discretion to terminate Buyer's Referring Broker and/or Buyer's Broker on thirty (30) day's prior written notice and provided further that Buyer's Referring Broker shall have the right to terminate Buyer's Broker on thirty (30) days prior written notice if Buyer's Referring Broker determines, in his sole discretion that Buyer's Broker has not performed his obligations under this Agreement;
7. This Agreement shall be governed by the laws of **YOUR STATE**; and
8. No Party shall be liable to any other Party for consequential damages in the event of any breach of this Agreement.

Buyer understands and acknowledges that this is a legally binding document that should be read carefully and that if Buyer does not understand it, he should consult an attorney.

BUYER: _____

Business Phone: _____

Cell Phone: _____

E-mail Address: _____

BUYER'S REFERRING BROKER:

RE/MAX **COMPANY NAME**

BY: **YOUR NAME**

BUYER'S REFERRING BROKER'S AUTHORIZED AGENT:

Licensee #: _____

Business Phone: _____

Cell Phone: _____

E-mail Address: _____

BUYER'S BROKER:

RE/MAX **COMPANY NAME**

By: _____

BUYER BROKER'S AUTHORIZED AGENT:

Licensee #: _____

Business Phone: _____

Cell Phone: _____

E-mail Address: _____