

B2 05/08

EXCLUSIVE INTERNATIONAL MARKETING AGREEMENT

This Exclusive International Marketing Agreement (“Agreement”) is made this _____ day of _____, (“Effective Date”) by and between _____ (“Seller”), who represents that he or she is the owner of or legal representative for the property located at _____ and legally described as _____ (“Property”), and _____ (Company Name) (“International Marketing Broker”) by its agent, _____ (“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 in to 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 _____% 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 _____ (“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.) _____ % payable to International Marketing Broker;
- b.) _____ % payable to Co-Broker;
- c.) _____ % payable to Promoting Broker whose promoting activity procures the buyer;
- and
- d.) _____ % 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 \$ _____.

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, unless Seller terminates this agreement prior to original listing termination date in which event, Seller shall reimburse such expenses to International Marketing Agent within thirty (30) days of such termination. 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 _____ 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