

B1 10/06

EXCLUSIVE INTERNATIONAL MARKETING CO-BROKERAGE AGREEMENT

This Exclusive International Marketing Co-Brokerage Agreement (“Agreement”) is made this _____ day of _____, (“Effective Date”) by and between _____ (Company Name) (“International Marketing Broker”) by its agent, _____ (“International Marketing Agent”) and _____ (Co-Broker), by its agent, _____ (Co-Agent), with respect to the marketing of the property located at _____ and legally described as _____ (“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 _____% 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 _____ will govern the interpretation, the validity, the performance and the enforcement of this Agreement.

Accepted by: _____
International Marketing Broker

Co-Broker