

## Non-Exclusive Agreement To Advertise and/or Promote

This Non-Exclusive Agreement to Advertise (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_, a licensed real estate agent with \_\_\_\_\_ (Company Name) (circle one: “Listing Agent” or “Internanional Marketing Agent”), and \_\_\_\_\_, a certified Internanional Real Estate Specialist (“Promoting Agent”).

### WHEREAS:

Listing Agent/International Marketing Agent represents and warrants that he has a certain real estate listing located at \_\_\_\_\_ (the “Property”) that he is willing to allow Promoting Agent to promote; 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: \_\_\_\_\_