



BUYER'S BROKER NON-EXCLUSIVE AGREEMENT

Date: _____
Buyer's Name: _____
Buyer's Address: _____

_____ ("Buyer") hereby retains _____ "Buyer's Broker", a licensed New York State Real Estate Broker, represented by _____ "Agent" to represent Buyer upon the terms and conditions set forth herein.

1. This Agreement shall be effective and continue in full force and effect for (i) _____ days from the day it is fully executed when it shall terminate by its terms unless extended in writing by the parties and in accordance with this Agreement or (ii) upon a Closing if a property is purchased in accordance with this Agreement.
2. This Agreement creates an agency relationship with Buyer's Broker and Buyer. Buyer acknowledges receipt of the New York State Disclosure Form (attached).
3. Buyer hereby retains Buyer's Broker as Buyer's "non-exclusive representative" to represent Buyer in the location and acquisition of a property from the Seller of such property in accordance with the terms of this Agreement. Accordingly, Buyer shall work on a non-exclusive basis with Buyer's Broker with respect to locating and viewing properties (the "Potential Properties") during the term of this Agreement.
4. Buyer represents that Buyer has not entered into any exclusive or non-exclusive buyer representation agreement that is currently in effect.
5. Buyer's broker shall: (a) use diligence in identifying Potential Properties that meet the Parameters, as set by Buyer, such as (but not limited to) price and location; (b) assist Buyer in negotiating terms of an offer for Potential Properties at a price and on terms acceptable to Buyer; (c) arrange for showings of Potential Properties that are suitable for Buyer; and, (d) generally advise and assist Buyer throughout a sale and purchase transaction.
6. In carrying out the obligations of this Agreement, Buyer's Broker has the following fiduciary duties to Buyer: reasonable care undivided loyalty, confidentiality, full disclosure, obedience and duty to account. Buyer's Broker does not represent the interests of Seller. However, in dealings with Seller, Buyer's Broker has an obligation to: (a) exercise reasonable skill and care in performance of Buyer's Broker's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to Buyer's Broker materially affecting Buyer's ability and/or willingness to perform a contract to acquire Seller's property that are not inconsistent with Buyer's Broker's fiduciary duties to Buyer.
7. During the term of this Agreement, Buyer shall: (a) provide to Buyer's Broker the Parameters and other terms and conditions upon which Buyer is seeking to acquire Potential Properties; (b) communicate with Buyer's Broker in a timely and truthful manner; (c) provide to Buyer's Broker relevant personal and financial information such that Buyer's Broker can evaluate Buyer's ability to finance and complete the contemplated purchase of Potential Properties; and (d) generally cooperate with Buyer's Broker with respect to the terms of this Agreement.



8. Buyer's Broker conducts business in accordance with all federal, state and local Fair Housing Laws. It is Buyer's Broker's policy to provide housing opportunities to all persons regardless of whether such person is a member of a protected class including but not limited to, age, citizenship, color, familial status, handicap, marital status, national origin, occupation, race, religion, sex or sexual orientation. Buyer hereby acknowledges receipt of the New York State Housing and Anti-Discrimination Disclosure Form.
9. In the event Buyer, or any other person or entity acting on Buyer's behalf, acquires, exchanges for, or obtains an option on a property (the "Purchased Property") during the term of this Agreement or during the Protection Period, as hereinafter defined, Buyer's Broker shall be deemed to earn and will receive, at the time of the closing of the Purchased Property, a commission in the amount of \$_____ or _____ (%) percent of the gross purchase price Buyer paid Seller for the Purchased Property (the "Commission"). Gross purchase price shall be equal to total amount Buyer paid Seller for the Purchased Property including, but not limited to, a garage space, storage unit and/or cabana.
10. In the event a Seller offers compensation to the Buyer's Broker, Buyer's Broker will disclose to Buyer any compensation offered by the Seller to Buyer's Broker prior to preparing any offer on Buyer's behalf. If the Seller's offer of compensation is equal to or greater than the Commission listed in this section, no compensation shall be due to Buyer's Broker from Buyer. In the event the commission offered to Buyer's Broker by the Seller is less than the aforementioned percentage of the gross purchase price, Buyer agrees to compensate Buyer's Broker the difference between the commission offered by the Seller and Buyer's Broker's commission listed in this Agreement. In the event that the Commission is not paid by Seller, Buyer shall be responsible to pay Buyer's Broker the Commission. The Commission will be due and payable to Buyer's Broker when title or ownership passes to Buyer at the Closing.
11. Buyer acknowledges that it within _____ days of the termination of this Agreement (the "Protection Period"), Buyer, or any person or entity acting on Buyer's behalf, exchanges for, obtains an option on, or leases a Potential Property shown to Buyer by Buyer's Broker, whether done with or without the services of a licensed real estate Buyer's Broker, associate Buyer's Broker or real estate salesperson, and such Potential Property was shown to Buyer by Buyer's Broker during the term of this Agreement (in accordance with a completed "List of Potential Properties Shown in Exhibit A), Buyer's Broker shall be entitled to the Sales Commission or Leasing Commission as set forth in this Agreement.
12. This Agreement cannot be changed or terminated orally. Any changes or additional provisions must be set forth in a separate written agreement signed by all of the parties to this Agreement.
13. All prior understandings and agreements between Buyer and Buyer's Broker are merged in this Agreement and this Agreement supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them with respect to the subject matter hereof.
14. This Agreement will be governed by, and interpreted in accordance with, the laws of the State of New York.
15. If litigation results over or arises out of this Agreement, attorney's fees and all reasonable litigation expenses and fees shall be paid by the losing party herein.
16. The parties to this Agreement acknowledge that real estate Buyer's Broker commissions are fully negotiable and are not set by law nor by any organization.
17. This agreement may be executed in any number of counterparts, and each such counterpart will, for all purposes, be deemed an original instrument, but all such counterparts together will constitute but one and the same Agreement. PDF and other digital signatures shall have the same force and effect as originals.

If the foregoing meets with your approval, please sign and return the enclosed copy of this agreement.

Very truly yours,

London Foster Realty



By: _____

Exclusive Agent:

Date

By: _____

Bobby Mahallati
Broker of Record

Date

AGREED TO AND ACCEPTED

By: _____

Buyer Name: _____

Date