



CO-BROKE INSTRUCTIONS

It's as easy as 1...2...3.

1. Buyer signs Confidentiality Agreement (CA)
2. Broker signs Co-Brokerage Agreement
3. Send to info@ccreflorida.com
or fax to **954-455-3330**

Questions: 954-455-3366 x 207

CCRE

COOPERATING BROKERAGE, CONFIDENTIALITY, NON-CIRCUMVENTION & REGISTRATION AGREEMENT

Brochure	Property Type	Units/Sq. Ft.	City/Description	Price	Co-Broke Fee

ATTENTION BROKERS! It is important that neither you nor your Prospective Buyer(s) visit any of the above Properties and/or Businesses (hereinafter referred to as "Property"), or contact the owner, their employees, tenants or customers without the written authorization of Capital Commercial Real Estate Group, Inc. (hereinafter referred to as "C.C.R.E."). Violation of this covenant will void C.C.R.E.'s offer to compensate Cooperating Broker "Co-Broker", in the event of a sale. In addition, Co-Broker will be held responsible to C.C.R.E., if Co-Broker's acts cause or result in C.C.R.E. being deprived of a brokerage fee or of the opportunity to earn a brokerage fee, or if Co-Broker's acts cause or result in C.C.R.E.'s relationship with Seller to become compromised or terminated, and Co-Broker will be liable to CCRE for damages resulting from Co-Broker's actions.

Please sign below and list your Prospective Buyer's name(s) in the space provided, have the Prospective Buyer sign the PROSPECTIVE BUYER REGISTRATION, CONFIDENTIALITY & NONCIRCUMVENTION AGREEMENT (hereinafter referred to as "CA"), and return a copy to us via email or facsimile. We will then forward to Co-Broker *Confidential Information* on Property, at which time this Agreement shall become effective.

In order to avoid misunderstandings that might impair friendly cooperative relations between C.C.R.E. and Co-Brokers, it is hereby agreed that Co-Broker acknowledges the following:

- Co-Broker registers with C.C.R.E. the person or entity, including any related parties or affiliates of such person or entity (hereinafter referred to as "Prospective Buyer"), as a potential purchaser of the Property. Co-Broker attests that the Prospective Purchaser has truly signed the CA attached hereto and made a part hereof as "Exhibit A".
- Upon our receipt of this Agreement signed by Co-Broker, C.C.R.E. will provide the Co-Broker with certain confidential information relative to the business and affairs of the Property, as well as other information that may be pertinent to the sale of the Property or specific information requested by the Prospective Buyer, all of which will hereinafter be referred to as (*Confidential Information*). The Confidential Information is believed to be accurate, has been obtained from sources believed to be reliable however the information is not based upon the personal knowledge of C.C.R.E., and neither C.C.R.E. nor the owner makes any claims or assumes any responsibility for the accuracy or completeness of the Confidential Information. Neither the owner nor C.C.R.E. shall have any liability for any reason to the Prospective Buyer and/or Co-Broker resulting from the use of the Confidential Information by the Prospective Buyer and/or Co-Broker. C.C.R.E. encourages Prospective Buyer to thoroughly review and independently verify to Prospective Buyer's own satisfaction, that the data provided is substantially representative of the Property and/or can be relied upon when considering the purchase.
- If the Prospective Buyer, actually consummates a purchase of the Property, or if Co-Broker or an affiliate of Co-Broker receives a brokerage fee as a result of the sale of the Property during the term of this Agreement, C.C.R.E. and Co-Broker agree to share the brokerage fee paid as a result thereof, except as otherwise expressly provided herein. C.C.R.E. agrees to pay Co-Broker a portion of the brokerage fee as indicated in the table above; if, as and when C.C.R.E. actually receives the brokerage fee from the owner on account of the sale of the Property to the Prospective Buyer. No brokerage fee shall be due or payable from C.C.R.E. to Co-Broker, until C.C.R.E. receives the full brokerage fee as a result of the such sale, and no brokerage fee shall be payable from C.C.R.E., if sale is to any person other than the Prospective Buyer. Co-Broker is encouraged to register with C.C.R.E. all bona fide Prospective Buyers. If during the term of this Agreement, a brokerage fee is paid to Co-Broker as a result of the Prospective Buyer's purchase of the Property, or if Co-Broker receives a brokerage fee as a result of the sale of the Property, Co-Broker agrees to pay C.C.R.E. a share of brokerage fee in the same proportion as the brokerage fee would have been divided between Co-Broker and C.C.R.E. In the event that less than the full brokerage fee is collected by C.C.R.E. or by Co-Broker, then the total amount collected by both of companies shall be divided between C.C.R.E. and Co-Broker in the same proportion as the brokerage fee would have been divided under this Agreement.
- Co-Broker represents and covenants that Co-Broker and all persons acting for Co-Broker in conjunction with this Agreement are, and at all material times, will be duly licensed in accordance with their state.
- The parties agree that an email or facsimile transmission of this Agreement and all signatures and initials thereto shall be deemed an original document with the same legal force and effect as an original. This Agreement may be executed in counter parts, each of which shall be considered an original, but all of which, taken together shall be considered as one Agreement. Offer or acceptance of this Agreement may be made by any Party by delivery of an executed original hereof or by delivery of an executed copy hereof by telecopy or facsimile machine to the other parties. If offer or acceptance is by telecopy, an executed original shall be delivered promptly thereafter, but such subsequent delivery of an original is not a condition of either offer or acceptance.
- C.C.R.E. is a Non-Representative Broker as defined by Chapter 475, F.S., and does not offer sub agency as C.C.R.E. is not an agent for the Prospective Buyer or owner. Co-Broker must be a Non-Representative Broker, Transaction Broker or a Single Agent Representing the Prospective Buyer. Neither Co-Broker nor Co-Broker's sales associates have any authority to make any agreement or representation on behalf of C.C.R.E.
- This Agreement shall remain in effect for a period of thirty six (36) months (the term of this Agreement) and shall apply to the above referenced Property within this Agreement, in addition to the named Prospective Buyer, and this obligation shall not be affected if the owner subsequently lists the Property directly with the Co-Broker or any other real estate brokerage firm or if the listing agreement expires. This Agreement has been negotiated at arms length between persons knowledgeable in the matters dealt with herein. The parties agree that the language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party; this Agreement constitutes the entire agreement of the parties hereto with respect to the matters addressed herein, and supersedes all prior or contemporaneous contracts, promises, representations, warranties, and statements, whether written or oral with respect to such matters; and this Agreement may not be changed except by a written agreement signed by all of the parties hereto. The laws of the State of Florida shall govern this Agreement.
- All Confidential Information furnished to Co-Broker and/or Prospective Buyer, shall be the property of C.C.R.E. The Confidential Information may be used by the Prospective Buyer solely for the purpose of determining the Prospective Buyer's interest in the Property and may not be copied or duplicated by the Co-Broker or Prospective Buyer without the written consent of C.C.R.E. The Confidential Information is to be returned to C.C.R.E. immediately upon request or when the Prospective Buyer declines to make an offer for the Property or terminates any discussions or negotiations with respect to the Property. The Co-Broker may not make any Confidential Information available, or disclose any of the contents thereof, to any person other than the Prospective Buyer, without first having that person/people execute a CA, provide C.C.R.E. with a copy of the CA, and have C.C.R.E. accept and countersign the CA. Any breach of this Confidentiality Agreement shall result in the forfeiture of any fees due Co-Broker. Co-Broker agrees during the term of this Agreement not to discuss the sale of the Property directly with the owner, staff, personnel or tenants at the Property, nor visit the site without an agent from C.C.R.E., nor make phone calls to the site making reference to the Property being offered for sale, nor make known to other parties that the Property is being considered for sale or purchase without prior written permission from C.C.R.E. All offers and questions shall be presented to the owner through C.C.R.E. In the event Co-Broker fails to observe the confidentiality and non-circumvention provisions of this Agreement, C.C.R.E. and Co-Broker agree that it would be impractical and extremely difficult to estimate the damages that C.C.R.E. may suffer. Therefore, C.C.R.E. and Co-Broker agree that the reasonable estimate of the total net detriment that C.C.R.E. would suffer in the event that Co-Broker defaults on this Agreement is and shall be, and C.C.R.E.'s sole remedy, whether at law or in equity, shall be, the right to receive from Co-Broker an amount equal to six percent of the gross list price of the applicable Property related to such breach or failure. The payment and performance of the above as liquidated damages is not intended as a forfeiture or penalty within the meaning of applicable law, and is intended to settle all issues and questions about the amount of damages suffered by C.C.R.E. in the applicable event, irrespective of the time when the inquiry about damages may take place. On any such failure by Co-Broker, this Agreement shall be terminated, and neither party shall have any further rights or obligations under this Agreement, each to the other, except for the Co-Broker's obligations to C.C.R.E. under this section, and the right of C.C.R.E. to collect such liquidated damages to the extent not theretofore paid by Co-Broker.
- Co-Broker indemnifies and save harmless C.C.R.E. and our respective affiliates, successors, and assigns against and from any loss, liability or expense, including attorney's fees, arising out of any claim by any other party if such claim is based in whole or in part on dealings with Co-Broker and/or any breach of any of the terms of this Agreement by Co-Broker. In the event that the Co-Broker or Prospective Buyer violates the confidentiality covenant or any other covenant herein with respect to the Property stated within, C.C.R.E. shall be entitled to all remedies provided by law, including, but not limited to, injunctive relief and damages. In addition, in the event that Co-Broker breaches any term of this Agreement, causing or resulting in injury or loss to C.C.R.E., then Co-Broker shall be responsible for C.C.R.E.'s damages and for all attorneys' fees and costs incurred by C.C.R.E. to enforce or interpret the provisions of this Agreement. In addition to all other remedies provided by law, C.C.R.E. shall be entitled to injunctive relief.
- The Property is offered for sale subject to withdrawal from the market, change in offering price, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any Prospective Buyer, or for any other reason whatsoever without notice. The Property is being offered without regard to race, creed, sex, religion or national origin.
- If any of the terms or provisions of this Agreement is held or deemed to be invalid or unenforceable by a court of competent jurisdiction, this Agreement shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.
- The Co-Broker shall not have the right to advertise that the Property is for sale, and C.C.R.E. has the exclusive rights to publicize the sale of the Property in the event of a sale.
- The terms purchase, sale or other similar language refers to the purchase or sale of all or a portion of the Property or any interest in the Property, to the purchase and leaseback of the Property or to any joint venture, development or trusteeship between the owner and Prospective Buyer, or to any gift, option, voluntary transfer for consideration, lease with option to buy, lease purchase, agreement for deed, any deferred closing technique, exchange, or by any other conveyance or transfer of any legal or equitable interest in the Property to any person or entity, including any entity owned or controlled to any extent either directly or indirectly by Prospective Buyer.
- By the signatures below and execution of this Agreement thereby, each of the signatories separately and individually and their associates confirm that any corporation, organization, firm, company or individual of which this signatory is a part to or of, member of, principal of, or agents for said association is bound hereby.
- NO COMMISSION WILL BE DUE BROKER FROM C.C.R.E. IF BROKER FAILS TO REGISTER A BROKER'S PROSPECTIVE BUYER IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.
- C.C.R.E. CANNOT PREVENT A PROSPECTIVE BUYER FROM GOING TO ANOTHER BROKERAGE FIRM AFTER THE PROSPECTIVE BUYER HAS BEEN REGISTERED BY CO-BROKER AND YOUR FIRM. THE AMOUNT PAYABLE TO CO-BROKER UNDER THE TERMS OF THIS AGREEMENT SHALL BE REDUCED BY THE AMOUNT OF COMMISSION THAT MAY BE DUE ANY OTHER REAL ESTATE BROKER, WHO IS THE PROCURING CAUSE OF THE SALE TO PROSPECTIVE BUYER. CO-BROKER SHOULD PROTECT ITSELF FROM PROSPECTIVE BUYERS WHO MAY RECEIVE INFORMATION FROM BROKER, AND THEN GO TO ANOTHER REAL ESTATE BROKER TO PURCHASE THE PROPERTY.
- THE TERMS OF THIS CO-BROKERAGE AGREEMENT SHALL GOVERN AND CONTROL. ALL OTHER OFFERS TO COOPERATE BETWEEN C.C.R.E. and BROKER REGARDING THE PROPERTY REGARDLESS OF WHETHER SUCH OTHER OFFER, INCLUDING ANY MLS TERMS, IS BEFORE OR AFTER THE DATE OF THIS AGREEMENT, UNLESS THE SUBSEQUENT OFFER IS SIGNED BY THE PRESIDENT OF C.C.R.E.G.I.

ALL PROSPECTIVE BUYERS MUST SIGN A PROSPECTIVE BUYER REGISTRATION, CONFIDENTIALITY & NONCIRCUMVENTION AGREEMENT (CA), WHICH IS ATTACHED TO THIS AGREEMENT AS "EXHIBIT A".

ACCEPTED & AGREED BY COOPERATING BROKER (CO-BROKER):		Agent Cell Phone:	
Agent Signature:	Date:	Office Phone:	
Print Buyer Name(s):		Email:	
Brokerage Firm:		Real Estate License #:	