

FLORIDA BUSINESS EXCHANGE, INC.
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EXCLUSIVE BUYER BROKERAGE AGREEMENT

This Agreement is by and between: _____ and/or his or her Corporate Interest

(*Buyer*) and: **Florida Business Exchange, Inc (FBX)**, of Lake Mary, Florida, (*Broker*) and grants *Broker* the exclusive right to work with and assist *Buyer* to locate and/or negotiate a purchase, exchange, option, lease or other equity interest in a suitable business or real property. This Agreement ends at 12:00 PM (midnight) on _____. If *Buyer* enters into an Agreement to acquire a business or real property that is pending as of the date of termination, this agreement will continue until such transaction has Closed or is terminated.

• **Property Description:** *Buyer* is interested in a business or real property as follows:

Type of Business or Property: _____

Location: _____

Price Range: \$ _____ to \$ _____

Preferred financing terms and conditions: _____

• **Broker's Obligations:** *Broker* will use its professional knowledge and skills to:

1] Assist *Buyer* to determine his financial ability to purchase and financing options.

2] Discuss *Buyer's* investment needs and assist to locating suitable offerings from any and all sources.

3] Assist *Buyer* with "Purchase Offers" and contracts, monitor deadlines and Close resulting transactions.

4] Suggest, recommend and/or arrange for professional assistance for legal, tax, environmental, technical or immigration matters, whichever the case may be, to protect *Buyer's* interests. *Broker* is not authorized to give legal, financial, environmental, or other technical advice. Further, *Broker* does not warrant or guarantee goods or services provided by any third party whom *Broker*, at *Buyer's* request, refers to *Buyer*.

5] Advise *Buyer* to not ask for nor expect to restrict an acquisition based upon race, color, religion, sex, handicap, familial status, country or origin or other category protected by federal, state or local laws.

• **Buyer's Obligations:** *Buyer* will cooperate with *Broker* by:

1] Supplying accurate personal and financial information as requested by *Broker* and authorizing *Broker* to run credit checks and verify financial statements, to insure *Buyer's* ability to proceed as desired.

2] Conduct all negotiations and efforts to locate opportunities only through *Broker*, and refer to *Broker* all inquiries received directly from owners', agents' and other sources, and advise these parties that you are represented exclusively by *Broker*, and *Broker* is to receive all information and arraign showings.

3] Being available to *Broker* at reasonable times for negotiations and viewing properties.

4] Indemnifying and holding *Broker* harmless from all losses, damages, costs and expenses of any kind, including attorney's fees, and from any liabilities *Broker* may incur while acting on *Buyer's* behalf.

• **Retainer:** Upon signing this Agreement, *Buyer* will pay to *Broker* a non-refundable retainer fee in the amount of \$ _____ for *Broker's* services (*Retainer*). This fee [] will, [] will not be credited to *Buyer* if compensation is earned by *Broker* under the terms of this Agreement.

• **Compensation:** *Broker's* compensation is earned during the term, extension or renewal of this Agreement when *Buyer*, or persons acting for or on behalf of *Buyer*, contracts to purchase or otherwise establish an interest in a business or real property as specified above. *Buyer* will pay to *Broker* the amount specified below but will be credited by any amount which *Broker* receives from a seller or a real estate associate working for a seller.

1]Purchase or Exchange: _____ Flat Fee or _____%, whichever is greater, of the total purchase price or other considerations needed to acquire the property, to be paid at Closing.

2]Lease: _____ Flat Fee or _____%, whichever is greater, of the gross lease amount to be paid when Buyer enters into a lease. If Buyer arranges a lease-purchase, the amount of the leasing fee received by Broker will be deducted from the amount due Broker at the time of purchase.

3]Option: _____ Flat Fee or _____%, whichever is greater, of the option amount to be paid when Buyer enters into a purchase option. If Buyer enters into an option and lease, compensation will be as described in 2] above.

4] Other Transactions: Broker will be compensated for other types of acquisitions as if a purchase or exchange has taken place.

5] Buyer Default: Broker's compensation will be due immediately upon Buyer's default in any contract to acquire property.

• **Protection Period:** For a period of two (2) years after the termination of this Agreement, if Buyer contracts to acquire a business or property brought to Buyer's attention by Broker, the compensation as described above, is due and payable on demand.

• **Early Termination:** Buyer may cancel this Agreement at any time by written notice to Broker. However, for a time period matching the termination date shown plus the protection period, if Buyer acquires a business or real property, or an interest is same matching the "Type of Business or Property" specified, Broker's compensation as described hereon is due and payable upon demand. Broker may terminate this Agreement by written notice and Buyer will be released from all obligations under this Agreement.

• **Dispute Resolution:** Any unresolved disputes between the parties will first be Mediated. If a settlement is not reached in mediation, the matter will be submitted to binding arbitration per the rules of the American Arbitration Association or another mutually agreed to Arbitrator.

• **Brokerage Relationship(s):** Buyer authorizes Broker to operate as (check all applicable):

[] Single Agent, [X] Transaction Broker, [] Single Agent to Transaction Broker, [] Non-representative.

• **Additional Clauses:** _____

THIS IS A LEGALLY BINDING CONTRACT. READ IT CAREFULLY BEFORE SIGNING.

Date: _____ Buyer: _____
Printed Name Signature

Address: _____

Phone: (_____) _____ - _____ -FAX: _____ - _____ -Tax ID: _____ - _____ - _____

Date: _____ Buyer: _____
Printed Name Signature

Address: _____

Phone: (_____) _____ - _____ -FAX: _____ - _____ -Tax ID: _____ - _____ - _____

Date: _____
FBX(Corporate Officer) FBX (Associate) _____