**COMMISSION AGREEMENT**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“\_\_\_\_\_\_\_\_\_\_\_\_\_\_”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Broker”) hereby agree as follows:

1. Broker agrees to attempt to locate property suitable for purchase by \_\_\_\_\_\_\_\_\_\_\_\_\_\_ in connection with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. In the event that \_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall desire to offer to purchase any particular property that shall become subject to this Agreement, Broker shall assist in negotiating such purchase.

2. Broker shall seek to be paid a commission from the listing broker for any property that may become subject to the Agreement under a cooperative brokerage arrangement, or, if there is no listing broker, from the seller of such property.

3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall pay the Broker a commission equal to four and one-half percent (4.5%) of the purchase price actually paid by \_\_\_\_\_\_\_\_\_\_\_\_\_\_ for any property that shall become subject to this Agreement; provided, however, that said commission shall be reduced by all commissions which the Broker shall receive from the listing broker and/or seller of any property pursuant to Paragraph 2 hereof.

4. At the time the Broker shall introduce any particular property to \_\_\_\_\_\_\_\_\_\_\_\_\_\_, Broker shall request that \_\_\_\_\_\_\_\_\_\_\_\_\_\_ sign and acknowledge that said property is subject to this Agreement. Said acknowledgement may be in the form as that which is attached to this Agreement.

5. The commission provided for in this Agreement shall be paid in full at the time of the closing of the acquisition. In no event whatsoever shall \_\_\_\_\_\_\_\_\_\_\_\_\_\_ have any liability to Broker in regard to any property unless and until the closing of the acquisition of the said property by \_\_\_\_\_\_\_\_\_\_\_\_\_\_ or a company controlled by \_\_\_\_\_\_\_\_\_\_\_\_\_\_. Without limiting the generality of the foregoing, in no event shall \_\_\_\_\_\_\_\_\_\_\_\_\_\_ have any liability to Broker in regard to any transaction which shall fail to be consummated on account of a default by \_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the applicable purchase agreement.

6. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Broker shall have the right to terminate this Agreement at any time by giving the other party written notice; however, no such termination shall limit Broker’s remedies pursuant to Paragraph 3 hereof in regard to any property that is subject to this Agreement at the time of such termination.

7. Broker warrants that he is licensed as a real estate broker under all applicable Florida licensing requirements and has the authority to act as such.

8. This Agreement shall remain in effect between the parties hereto irrespective of the real estate brokerage company with which Broker may become affiliated from time to time.

9. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ warrants that the individual executing this Agreement on its behalf has the authority to do so.

10. This Agreement constitutes the sale and entire agreement between the parties hereto, and no modification of this Agreement shall be binding unless signed by the parties hereto.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_