

PENSACOLA INFORMATION.COM BUYER BROKER EMPLOYMENT AGREEMENT

I/We, the BUYERS, hereinafter referred to as "CLIENT", exclusively retain Sherwood Kolb & Dan Berube and Pensacolainformation.com Realty, LLC , hereinafter referred to as "BROKER", to assist CLIENT in the locating and/or negotiating the purchase or trade of real property. CLIENT agrees to furnish BROKER relevant personal and financial information that would assist BROKER in locating, negotiating, and counseling on CLIENT'S behalf.

1. OTHER CLIENTS: CLIENT understands that BROKER may work with other Clients who want to acquire the same property as CLIENT. BROKER will not disclose any competing offer's material terms or conditions. BROKER furthermore, will follow one of two options that CLIENT shall choose whenever this situation occurs. (A.) In order to prevent the seller having the advantage of negotiating with multiple offers, CLIENT will wait until the 1st offer written is rejected or consummated. (B.) If Client wishes to make an offer on the chosen property regardless of any pending/live offers BROKER will refer CLIENT to another suitable Buyer Broker so that CLIENT may be fully represented without any possibilities of conflict.

2. BROKER'S OBLIGATION: BROKER is qualified to advise and counsel on real estate transactions. However, BROKER advises CLIENT to consult an appropriate professional for legal, tax, environmental, engineering, foreign reporting requirements and other specialized advice. BROKER does not warrant or guarantee products or services provided by any third party whom BROKER, at CLIENT'S request, refers or recommends to CLIENT in connection with property acquisition.

3. CLIENT'S OBLIGATION: CLIENT indemnifies and holds BROKER harmless from and against all losses, damages, costs and expenses of any kind, including attorney fees, and from liability to any person, that BROKER incurs because of acting on CLIENT'S behalf. CLIENT will not ask or expect to restrict the acquisition of a property according to any race, color, religion, sex, handicap, familial status, country or National origin or any other category protected under federal, state or local law.

COMPENSATION

Client authorizes BROKER to receive and/or negotiate a fee paid by the SELLER, to participate in any selling incentive, or to participate in any fee split offered by the SELLER'S agent. NOTE: CLIENT should consult with BROKER before visiting any resale, new homes or contacting any other Realtor representing SELLERS, to avoid the possibility of confusion over the agency relationship and misunderstandings about liability for compensation.

AGREEMENT PERIOD

This agreement shall remain in force until the CLIENT has consummated the purchase of a property but no later than six month's from signing . **CLIENT or BROKER may terminate this agreement at anytime with a one day written notice** however, if CLIENT cancels solely to purchase property without the assistance of BROKER, CLIENT will be obligated to pay BROKER the agreed upon fee.

INTERPRETATION OF AGREEMENT

Any irresolvable differences between CLIENT and BROKER about the interpretation of this agreement will be mediated. If a settlement is not reached on mediation, the matter will be submitted within 30 days of the beginning of dispute to binding arbitration in accordance with the rules of the American Arbitration Association or other mutually agreeable arbitrator.

Date Client (s) Date Authorized Agent

Dan Berube & Shorty Kolb Owners
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