

# Showing Agreement



**1. PARTIES:** \_\_\_\_\_ (“**Buyer**”) agrees that if, between \_\_\_\_\_, \_\_\_\_\_ and 11:59 p.m. on \_\_\_\_\_, \_\_\_\_\_, **Buyer** becomes interested in negotiating the purchase, option, exchange, lease or other acquisition of any of the properties listed below, **Buyer** will utilize the professional services of \_\_\_\_\_ (“**Broker**”).

**2. PROPERTY:** **Broker** introduced **Buyer** to the following properties: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

### 3. BROKER’S OBLIGATIONS:

(a) **Broker Assistance.** If **Buyer** wants to negotiate on any of the above properties, **Broker** will:

- use **Broker’s** professional knowledge and skills;
- help **Buyer** determine **Buyer’s** financial capability and financing options;
- assist **Buyer** in monitoring deadlines and closing any resulting transaction; and
- cooperate with real estate licensees working with the seller, if any, to effect a transaction.

(b) **Other Buyers.** **Buyer** understands that **Broker** may work with other prospective buyers who want to acquire the same property as **Buyer**. If **Broker** submits offers by competing buyers, **Broker** will notify **Buyer** that a competing offer has been made, but will not disclose any of the offer’s material terms or conditions. **Buyer** agrees that **Broker** may make competing buyers aware of the existence of any offer **Buyer** makes, so long as **Broker** does not reveal any material terms or conditions of the offer without **Buyer’s** prior written consent.

(c) **Fair Housing.** **Broker** adheres to the principles expressed in the Fair Housing Act and will not participate in any act that unlawfully discriminates on the basis of race, color, religion, sex, handicap, familial status, country of national origin or any other category protected under federal, state or local law.

(d) **Service Providers.** **Broker** does not warrant or guarantee products or services provided by any third party whom **Broker**, at **Buyer’s** request, refers or recommends to **Buyer** in connection with property acquisition.

### 4. BUYER’S OBLIGATIONS:

- Buyer** agrees to cooperate with **Broker** in accomplishing the objectives of this Agreement, including:
- immediately contacting **Broker** upon deciding to negotiate for the acquisition of one or more of the above-listed properties;
  - informing any other real estate licensee with whom **Buyer** has contact that **Buyer** is working exclusively with **Broker** with regard to the properties listed above;
  - providing **Broker** with accurate personal and financial information requested by **Broker** in connection with ensuring **Buyer’s** ability to acquire property;
  - paying **Broker’s** compensation and, if **Broker** is held responsible for **Buyer’s** wrongful acts or default on any agreement, then paying all of **Broker’s** expenses; and
  - consulting appropriate professionals for legal, tax, environmental, engineering, foreign reporting requirements and other specialized advice.

**Buyer** authorizes **Broker** to run a credit check to verify **Buyer’s** credit information.

**5. COMPENSATION:** **Broker’s** compensation of \_\_\_\_\_% of the purchase price or \$\_\_\_\_\_ is earned when, during the term of this agreement, **Buyer** or any person acting for or on behalf of **Buyer** contracts to acquire an interest in any of the properties listed above. **Broker** will seek compensation from the listing office; however, if there is no listing office or no compensation is offered, **Buyer** will ask the seller, as part of the offer, to pay **Broker’s** compensation. If the seller and listing office, if any, refuse to pay **Broker’s** compensation, **Buyer** will pay **Broker’s** compensation upon **Broker’s** demand.

**6. DISPUTE RESOLUTION:** Any unresolvable dispute between **Buyer** and **Broker** will be mediated. If a settlement is not reached in mediation, the matter will be submitted to binding arbitration in accordance with the rules of the American Arbitration Association or other mutually agreeable arbitrator.

**7. ACKNOWLEDGMENT; MODIFICATIONS:** **Buyer** has read this Agreement and understands its contents. This Agreement cannot be changed except by written agreement signed by both parties.

**Buyer** (\_\_\_\_) (\_\_\_\_) and **Broker/Sales Associate** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 2 Pages.

Date: \_\_\_\_\_ **Buyer:** \_\_\_\_\_ Tax ID No: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Date: \_\_\_\_\_ **Buyer:** \_\_\_\_\_ Tax ID No: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Date: \_\_\_\_\_ **Real Estate Sales Associate:** \_\_\_\_\_

Date: \_\_\_\_\_ **Real Estate Broker:** \_\_\_\_\_

Copy returned to **Buyer** on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by:  personal delivery  mail  facsimile.

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**Buyer** (\_\_\_\_) (\_\_\_\_) and **Broker/Sales Associate** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 2 Pages.