

# FirstTrust Realty, Inc. Client Disclosure and Contract

( ) I am a buyer purchasing property in my own name or for my company.

( ) I am a licensed real estate agent representing (buyer name/address): \_\_\_\_\_

Your First and Last Name: \_\_\_\_\_

Company (if any): \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_

Work Phone: (\_\_\_\_) \_\_\_\_\_

Cell Phone: (\_\_\_\_) \_\_\_\_\_

FAX: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Property #: \_\_\_\_\_ Property Description: \_\_\_\_\_

1. "You" the "Client" or "Client's Agent" upon receiving any information "Confidential Material" from FirstTrust Realty, Inc., hereafter "Broker" agree to keep all information confidential. "Client" includes the buyer and any buyer agent representative.

2. You agree to employ the Broker to assist Client to negotiate terms and conditions with respect to a purchase, exchange, option, lease, of real property or a business opportunity; including a bankruptcy property or joint venture.

3. You agree that this Contract shall be binding on all other properties owned by the same owner whether or not the Broker disclosed those other properties to You.

4. You the Client / buyer agrees to pay the Broker the following commissions or finders' fee whether single or multiple: 5% upon closing on the purchase price of improved real property or vacant land, except 6% if purchase price is less than one million dollars. 5% upon closing on the fair market MAI appraised value of real property involved in an exchange or joint venture. 5% of option consideration upon signing an option to purchase all or part of any real property including any personal property. 10% of gross lease amount upon signing a lease or rental agreement for all or part of any real property including any personal property. 10% of option consideration upon signing an option to purchase all or part of a business opportunity, plus 10% of purchase price upon purchase of a business opportunity. (Any commission paid by a seller to FirstTrust Realty, Inc. shall be deducted from any commission due from You the Client).

5. You agree that procuring cause shall not be a defense for payment of a commission to the Broker. The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the commission. The broker's lien rights under the act cannot be waived before the commission is earned.

6. You agree that if You are a licensed real estate broker, licensed real estate salesperson, or an unlicensed person acting for the benefit of a broker or buyer and obtain Confidential Material without disclosure of your status, that this entire Contract shall apply to You and all principals and agents jointly and severally who shall be liable to pay Broker three times the commission stated in Paragraph 4, plus investigation costs, (including without limitation attorneys' fees and legal costs.) Venue for any dispute regarding this Contract shall be Volusia County, Florida.

7. You agree to use Broker's efforts exclusively for a period of 24 months from this Contract date or purchase date, whichever is later, to secure any disclosed real property or additional real property whether acquired contiguous or in a checkerboard manner, for development as an expansion of the original project and/or its concept, upon the same terms of this Contract, whether under the same name or whether under a different name.

8. You agree to indemnify, defend and hold harmless FirstTrust Realty, Inc., its broker, sales associates, affiliates, officers, directors, shareholders, agents, employees, consultants and independent contractors from any and all claims, liability, damages and costs (including without limitation attorneys' fees and legal costs) arising out of or related to this Contract. Venue for any dispute regarding this Contract shall be Volusia County, Florida.

Send notices in writing to: FirstTrust Realty, Inc, 882 E. Coquina Drive, Daytona Beach, Florida 32117

\_\_\_\_\_  
Date Name Printed X Client Signature

\_\_\_\_\_  
Date Name Printed X Broker Signature