

FirstTrust Realty, Inc. Client Disclosure and Contract

() I am a buyer purchasing property in my own name or for my company. (no broker)

() I am a licensed real estate broker or licensed associate. I will register my client.

Your First and Last Name: _____

Company (if any): _____

Street Address: _____

City: _____ State: _____ Zip: _____ Country: _____

Home Phone: (____) _____

Work Phone: (____) _____

Cell Phone: (____) _____ FAX: (____) _____

Email: _____

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 joint venture, REO, bankruptcy, auction property, note purchase of property asset, transfer of title or beneficial interest in the property, change of trustee or beneficiary.
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, and on other properties disclosed to You by co-operating brokers.
4. You the Client / buyer agrees to pay the Broker the following brokerage or finders' fee whether single or multiple: Upon closing or transfer on the purchase price of improved real property or vacant land, 6% on first one million dollars, and 5% on balance. 6% upon closing on the fair market MAI appraised value of real property involved in an exchange or joint venture. 10% 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. 10% on a note purchase. (Any brokerage fee paid by a seller to FirstTrust Realty, Inc. shall be deducted from any brokerage fee due from You the Client).
5. You agree that procuring cause shall not be a defense for payment of a brokerage fee 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; or a Client failing to disclose a transaction, that this entire Contract shall apply to You and all principals and agents jointly and severally who shall be liable to pay Broker liquidated damages of three times the brokerage fee stated in Paragraph 4, plus consequential damages and investigation costs, (including without limitation attorneys' fees and legal costs).
7. You agree to use Broker's efforts exclusively (Only properties disclosed by FirstTrust) 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 a contract or transfer of interest is made in the same name or under a different name.
8. You agree to indemnify, defend and hold harmless FirstTrust Realty, Inc., its broker, sales associates, cooperating brokers, 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. If any provision of this Contract is held unenforceable, all remaining provisions shall remain in full force and effect. 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
9. You agree that FirstTrust Realty, Inc. will prepare Buyer's written offers for purchase and sale of real property. Buyer shall pay Broker \$150.00 if an offer is made and property does not close.

_____ X _____
Date Name Printed Client Signature