

Client
PURPOSE. Client has employed the services of Broker to assist Client in leasing real estate, as more particularly described in Paragraph 12. Broker's services shall include, but not be limited to, consulting with Client regarding the desirability of particular properties, the availability of financing, the formulation of acquisition strategies, and negotiating lease agreements. Client acknowledges that Broker is not acting as an attorney, tax advisor, surveyor, appraiser, environmental expert or structural or mechanical engineer, and that Client should contact professionals on these matters.
TERM/CANCELLATION . This agreement is entered into this day of, This Agreement shall expire on the day of, This Agreement may be cancelled only by mutual consent of the parties in writing.
EXCLUSIVE AGENT. Client agrees that during the term of this Agreement any and all inquiries and/or negotiations on behalf of Client relating to the acquisition of any Desired Property shall be through above Broker.
DISCLOSURE OF BROKER'S ROLE. At the time of any initial contact, Broker shall inform all prospective Landlords and their agents that Broker is acting on behalf of Client. In the event Broker has previously worked with a Landlord of a particular piece of property as a subagent, Broker will preserve any confidential information obtained during that prior agency relationship and will not use such confidential information to the detriment of the landlord. Client acknowledges and agrees that the preservation of this confidential information shall not constitute a breach of any fiduciary duty owed by Broker to Client.
CONFLICT OF INTEREST (PURCHASER). Client acknowledges that Broker may represent other clients desirous of leasing property similar to the Desired Property. Client acknowledges and agrees that Broker may show more than one client the same property and may prepare offers on the same property for more than one client. Broker shall preserve any confidential information disclosed by any tenant-client and shall not disclose the terms of any other offer(s) to any other clients. In the event Broker works for two competing tenant-clients in connection with any specific property, Broker will be working equally for both tenant-clients and without the full range of fiduciary duties owed by a tenant's agent to a tenant. In this situation the competing tenant-clients are giving up their rights to undivided loyalty and will be owed only limited duties of disclosure, obedience and confidentiality.
DESIGNATED AGENCY. Broker and Client hereby designate
DUAL AGENCY. In the event Client elects to make a bona fide offer on real property listed by any of the designated Agent(s) and/or supervisory Broker(s) named above, Client consents to the dual agency status of such designated Agent(s) and/or supervisory Brokers. In this event, the dual Agent(s) will preserve any confidential information obtained during the agency relationship with the seller and will not use such confidential information to the detriment of that seller. Client acknowledges and agrees that the preservation of this confidential information shall not constitute a breach of any

fiduciary duty owed to Client. Broker shall be entitled to any fees owed by Client pursuant to this Agreement.

COST OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SOURCES. Broker will not obtain or order product or services from outside sources (e.g. surveys, soil tests, title reports, inspections) without the prior consent of Client.

Initial(s) ______

Client agrees to pay for all costs for products or services so obtained.

INDEMNIFICATION OF BROKER: Broker is NOT an expert in matters of law, tax, financing, surveying, structural conditions, hazardous materials, engineering, etc. Client acknowledges that he/she has been advised by Broker to seek professional expert assistance and advice in these areas of professional expertise. Client recognizes that National Realty Centers, Inc. and their respective agents and employees involved in the selling of said Property are relying on information provided and/or supplied by Property owners and/or representatives of said Property owners. Client agrees to indemnify and hold harmless National Realty Centers, Inc. their agents and employees, from any and all claims, demands, damages, lawsuits, liabilities, costs and expenses (including, but not limited to, reasonable attorney's fees) arising out of any negligence, misrepresentation, intentional acts, or concealment of facts by Property owners and/or Property owner sources and/or representatives of said Property owners.

NON-DISCRIMINATION. It is agreed by Broker and Client, parties to this Agreement, that as required by law, discrimination because of religion, race, color, national origin, age, sex, disability, familial status, marital status, height, or weight by said parties in respect to the purchase of the Desired Property is PROHIBITED.

CONDITION OF PROPERTY. Client is not relying on Broker to determine the suitability of any Desired Property for the Client's purposes or the environmental or other condition of the Desired Property.

PROPERTY. Client desires to purchase real property meeting the following criteria (type, price range, location, etc.)
("Desired Property")
ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties, and any prio agreements, whether oral or written, have been merged and integrated into this Agreement.
FACSIMILE / ELECTRONIC SIGNATURES. The parties agree that this Agreement, and any counteroffer(s) of acceptance, may be delivered by use of facsimile or electronic means and that signatures, initials, and modifications (if any, and if signed and accepted by the parties) on facsimile or electronically transmitted documents are deemed valid and binding upon the parties as if the documents contained original signatures. The parties waive any Statute of Frauds defense to enforceability as a result of facsimile or electronic signatures. This Agreement may also be executed in counterparts and signed counterparts may be combined to make one Agreement, which shall be binding as if all signatures were on the same document.
RECEIPT. Client has read this Agreement and acknowledges receipt of a completed copy of this Agreement.
Client(s): Date:
Accepted By, Agent for National Realty Centers, Inc Date: