BUYER-BROKER EXCLUSIVE AGREEMENT

This Buyer-Broker Exclusive Agreement ("Agreement") is between John R. Wood Properties, ("Broker")
and _____/_____("Buyer") Together Broker and Buyer are the Parties.

A. Purpose of the Agreement:
Buyer desires to acquire real property and retain Broker to assist Buyer in acquiring an interest in, or right to use real property or properties ("Property") in the state of Florida. Buyer understands and acknowledges that it is Buyer's duty to clearly communicate Buyer's needs and desires regarding the property that Buyer desires and/or intends to acquire to their Broker's Agent, and agrees to clearly communicate and update those needs as they become known to the Buyer.

B. Term of Agreement:
The Agreement shall become effective on _____20_____, and terminate at midnight on _____20 _____. If no Effective Date is inserted, the Effective Date shall be the date this agreement is signed by Buyer. If no Termination Date is inserted, the Termination Date shall be 180 days from the Effective Date. If Buyer, prior to the Termination Date, identifies a Property and submits an offer through Broker, the Termination Date and Agreement shall automatically be extended until the closing on said Property. If within _____-days (if left blank, then 30-days) after the Termination Date, BUYER enters into a contract to purchase or lease any property toured by BUYER during the term of this Agreement, then BUYER will pay BROKER's Compensation as set forth in Paragraph E, and this Agreement shall automatically be extended until the closing or termination of said contract for sale or lease.

C. Brokerage Relationship & Responsibilities:
The agency relationship default in Florida is Transaction Broker, and Transaction Broker will be the brokerage relationship between Broker and Buyer. This relationship includes all licensees of the Broker.

Broker duties as a Transaction Broker include: (1) Deal honestly and fairly. (2) Account for all funds (3) Use skill, care, and diligence in the transaction. (4) Disclose all known facts that materially affect the value of the property that are not readily observable to the Buyer. (5) Present all offers and counter offers in a timely manner unless directed otherwise in writing. (6) Have limited confidentiality unless waived in writing. This limited confidentiality prevents disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential. (7) Disclose at the earliest moment possible any offer of compensation made in connection with each active listing.

D. Buyer's Representations and Agreement:
Buyer hereby represents that Buyer has not entered into a buyer brokerage agreement with any other broker and/or any previous buyer brokerage agreements have expired or been terminated. Buyer hereby agrees to work exclusively with Broker and will inform other brokers of the existence of this agreement.

NOTICE: BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.

E. Compensation to Broker:

If a Purchase: As compensation to Broker, Buyer hereby agrees to pay_____ percent (%) of the purchase price of any Property purchase irrespective of whether Broker was fully aware of Buyer's purchase, and regardless of the amount of time that Broker and Broker's agents devoted to the Buyer search. Compensation is deemed to be earned and is payable in full at closing of the purchase.

If a Lease: As compensation to Broker, Buyer hereby agrees to pay_____ percent (%) of the total lease amount during initial lease term, irrespective of whether Broker was fully aware of Buyer's lease, and regardless of the amount of time that Broker and Broker's agents devoted to the Buyer lease search. Compensation is deemed earned and to be paid in full upon the commencement date of a lease.

Buyer's obligation under this agreement is reduced by the amount, if any, paid to Broker by a Seller or Seller's broker for a purchase or lease, up to the full amount owed to Broker by Buyer. By example, if the Agreement calls for a 3% fee and the Seller pays 2%, then Buyer owes Broker 1%. Broker may accept any bonus on a transaction but only such that the Broker's total compensation does not exceed the compensation specified in this paragraph. BROKER shall not receive compensation for BROKER's Services from any source exceeding the Compensation agreed to in this Agreement and shall disclose to BUYER the amount of compensation, if any, paid by a seller/listing broker/landlord to BROKER. Broker shall communicate to Buyer at the earliest moment reasonably possible, the amount of compensation which the owner or owner's broker states will be paid to Broker, and in every event prior to preparing an offer for Buyer's signature.

F. Other Potential Buyers:

Buyer consents and acknowledges there may be other potential Buyers represented by Broker who may consider, make offers on, or acquire an interest in the same or similar properties that Buyer is seeking.

G. Termination, Default, and Dispute Resolution:

This Agreement may be terminated at any time for any reason, if both Parties agree to do so in writing. If one Party defaults, the non-defaulting Party may elect to terminate. This Agreement is entered into and is intended to be performed in the State of Florida and shall be governed by the laws of the State of Florida. The Parties agree that any dispute related to this Agreement shall first be submitted to mediation through a mediation provider who is mutually agreed upon by the Parties. The venue for mediation will be Lee County, or Collier County, Florida. Each Party agrees to bear their own costs and fees associated with the mediation. If the dispute is not resolved at mediation, either Party may seek other legal remedies as it deems necessary. However, in the event litigation is filed, the prevailing Party shall be entitled to recover their legal costs, including reasonable attorney's fees.

H. Fair Housing and Equal Opportunity:

Broker shall provide services related to this Agreement and make properties available to Buyer without regard to race, color, national origin, sex, handicap, familial status, religion, sexual orientation, or any protected class under applicable federal, state and local fair housing laws.

I. Survivability, Electronic Signatures, and Professional Consultation:

All provisions which require performance or provide rights after the termination date of the Agreement shall survive the Agreement. The electronic transmission of a signed copy hereof or any amendment hereto, to the other Party, shall constitute delivery of said signed document. Signatures appearing on electronically transmitted documents and/or electronic signatures shall be accepted as originals. Broker and Broker's agents are licensed real estate professionals and are not qualified to assist Buyer regarding professional advice on matters outside those allowed under state real estate licensure. Buyer is advised and encouraged to seek advice from other professionals including but not limited to engineers, surveyors, appraisers, lawyers, CPAs, or other professionals, on specific topics including but not limited to land use regulation, boundaries and setbacks, square footage, physical condition, legal, tax, water rights, and other consequences of this agreement.

J. Wire Fraud Warning

John R. Wood Properties takes the security of our customers' personal information very seriously. Various wire fraud efforts exist in the marketplace, often mimicking legitimate requests to transfer deposit funds or closing funds. Many of these fraudulent attempts will come via email and may appear to come from our company, your real estate agent, your attorney, or your title company.

- Wire instructions should be confirmed via a phone call before taking any action. Confirmation should be made personally by calling the actual closing company, using a phone number that you obtain from an independent trusted source, such as the closing company's web site, that is also carefully identified.
- Never reply to or use contact information from an email containing wire instructions.
- Any email or other communication that states a change in wiring instructions, especially if the whole account number is provided, or changes, is quite probably fraudulent. Reach out to the attorney or closing company immediately if this occurs.
- Never accept wiring instructions from a real estate agent because agents are not involved in the wiring process. John R. Wood Properties is not responsible for any wiring mistake that a Buyer makes. Please make sure your money is safe!

K. OTHER TERMS AND CONDITIONS:

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Buyer Signature: _____ Date: _____

Buyer Signature: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Email: _____

Agent Signature: _____ Date: _____

Broker Signature: _____ Date: _____