

Cornerstone Realty, Inc.

COOPERATING BROKER CONFIDENTIALITY AND REGISTRATION AGREEMENT

This Confidentiality Agreement (“Agreement”) is made and agreed to by (“Owner”) and _____ (“Cooperating Broker”) and Cornerstone Realty, Inc. (“Exclusive Listing Broker”) regarding the property known as _____ (“Property”). This obligation of confidentiality undertaken pursuant to this Agreement shall survive any future agreement with the Owner.

Cooperating Broker has Requested information from Owner for the purpose of evaluating the Property. The owner shall deliver information concerning the Property, much of which is highly confidential, only to those parties that Owner’s Exclusive Agent, Cornerstone Realty, Inc., has agreed to in writing prior to the disbursement of any information.

The Parties Agree To the following: In consideration of the covenants and agreements Contained herein:

1. Cooperating Broker will not disclose, permit the disclosure of, release, disseminate or transfer, any Information obtained hereunder (“Marketing Information”) to any person or entity that has not been Approved and agreed to in writing by Cornerstone Realty, Inc.
2. The Person(s) signing this Agreement on Cooperating Broker’s behalf will take all appropriate precautions to limit the dissemination of the Marketing Information only to those persons who have Need to Know of the marketing information, and who are specifically aware of the Agreement and agree to honor it.
3. This Agreement applies to all Marketing Information received from Owner, now or in the future, which is not readily available to the general public. Cooperating Broker understands that all marketing information shall be deemed confidential, valuable and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to the owner.
4. All information shall be used for the sole purpose of evaluating the Property and it shall not at any time, or in any manner, be used for any other purpose.
5. Cooperating Broker or any other party shall not contact directly any persons concerning the Property, other than Cornerstone Realty, Inc., without written permission from Exclusive Listing Broker. Such persons include, without limitation, Owner’s employees, suppliers, lenders and tenants.
6. Owner makes no representations or warranties, express or implied, as to the accuracy or completeness of any marketing information provided by them. Cooperating Broker assumes full and complete responsibility for reconfirmation and verification of all Marketing Information received and expressly waives all rights of recourse against Owner and exclusive Listing Broker with respect to the same.
7. The Person(s) signing on behalf of Cooperating Broker represent(s) that they have the authority to bind the party for whom they sign.
8. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
9. Cooperating Broker recognizes that they do not represent the Owner in this transaction. Cornerstone Realty Inc., acting as a Seller’s Broker only, represents the Owner.

10. In the event Cooperating Broker successfully closes on the Property and Owner pays Cornerstone Realty, Inc. the Brokerage commission as stated in the Listing Agreement with Owner, Cornerstone Realty, Inc. shall pay a cooperating Broker Fee in the amount of **one and one half percent (1.5%)** of the total selling price to Cooperating Broker.
11. All Buyers that the Cooperating Broker wishes to register must be registered and approved by Exclusive Listing Broker prior to submission of the Marketing Information. In the event Cooperating Broker fails to register any buyer, he shall not be entitled to any Cooperating Broker Fee.

COOPERATING BROKER: _____

Agent: _____

Address: _____ Email: _____

Telephone: _____ Fax Number: _____

By: _____ Date: _____

Prospective Purchaser/Entity (Print Name) Authorized Signatory for Purchaser/Entity (Signature)

Street Address Purchaser Entity (Print Name)

City, State and Zip Code Phone Number Fax Number

RETURN TO: Frederick J. Schmidt
CORNERSTONE REALTY INC.: office 561-793-9810, 561-793-9914 (Fax Number)

DATE RECEIVED CORNERSTONE REALTY INC. _____

APPROVED BY: _____

DATE APPROVED: _____