

# Co-Operating Broker Agreement



**Buyer Confidential Agreement must be completed by client being registered and included with submission of Co Operating Broker Agreement, both completed in its entirety prior to being considered by Swoboda Hospitality Specialists ("SHS"), otherwise this request will be rejected.**

## Property

Name  
Address  
City, State, Zip

## Client

<b>Name</b>	<b>Phone</b>
<b>Company</b>	<b>Fax</b>
<b>Address</b>	<b>E-mail</b>
<b>City, State, Zip</b>	

## Co-Broker

<b>Name</b>	<b>Phone</b>
<b>Company</b>	<b>Fax</b>
<b>Address</b>	<b>E-mail</b>
<b>City, State, Zip</b>	<b>DRE #</b>

### **DISTRIBUTION OF COMMISSION:**

It is hereby agreed that should a sale of the Property to the Client closes escrow, and SHS receives a commission from said sale, Co-Broker shall be entitled to Fifty Percent (50%) of the Gross Commission only if Co-Broker complies with all terms and conditions herein. It is further understood that all earned commissions, due Co-Broker will be paid to Co-Broker in the like form and kind, when and as received by SHS. SHS is under no obligation to Co-Broker other than to transmit the appropriate share of the commission when and as received by SHS.

### **ADDITIONAL TERMS & CONDITIONS:**

1. All contacts with the Seller must be made through SHS. Co-Broker and Client shall not contact Seller.
2. Co-Broker shall disclose Property data only to Client and Client's immediate advisors.
3. Co-Broker shall make all Property tours and/or inspections to the Property through SHS.
4. Co-Broker is not authorized to advertise the Property or solicit offers for the Property other than from Client.
5. This agreement applies only to the above referenced Property and Client.
6. Co-Broker certifies that he/she/they is/are properly licensed to conduct the real estate sales activities required by this agreement on Property listed above.
7. If Client has partners, all parties must be registered on separate Buyer Confidentiality Agreements and provided with Co-Broker Agreement or this agreement shall be void.
8. Co-Broker agrees to represent Client in all segments of the transaction including, but not limited to, property tours and inspections, due diligence, franchising and financing. Co-Broker will accompany Client on all Property visits and Client meetings with the Seller or SHS, and will be present on the day of closing. If Co-Broker fails to perform all or part of these duties, then the above stated Distribution of Commission may be adjusted by SHS.

9. The Owner expressly reserves the right, at its sole discretion, to reject any expression of interest or offers and to terminate discussions with any party at any time with or without notice. If your Client does not wish to pursue negotiations to acquire the Property or negotiations are discontinued by either party, Co-Broker agrees to destroy or return all information provided to SHS.
10. This Agreement shall expire 180 days from acceptance.
11. This agreement is binding only upon acceptance by SHS. Co-Broker agrees that SHS may withdraw this offer of cooperation at any time with written notice. Co-Broker's outstanding and accepted registrations shall remain valid per the terms of this agreement.

Co-Broker Acceptance:

By: \_\_\_\_\_ State: \_\_\_\_\_ License # \_\_\_\_\_

\* ***By placing an X in box you agree to the terms and conditions of this agreement. I would like my name placed on contact list for information on new listings.*** \_\_\_\_\_

**Note: Please e-mail completed form back to [info@shshotels.com](mailto:info@shshotels.com) or fax back to 602-271-0220**

Accepted by SHS  
2/14/2013

\_\_\_\_\_, Designated Broker  
By:



## Buyer Confidentiality Agreement

A CONFIDENTIAL OFFERING ("Offering") and certain evaluation materials, as well as verbal information ("Confidential Information") has been, or will be provided, by Swoboda Hospitality Specialists ("SHS") and made available to qualified parties interested in acquiring the property or properties listed below ("Property").

***This Confidential Information, which is from Owner and sources believed to be reliable, is solely for information purpose and does not purport to be all-inclusive relative to the information required for the purpose of evaluating the possible purchase or lease of the Property. No representation or warranty, express or implied, is made by SHS, its agents, employees or officers, with regard to the accuracy or completeness of the information contained in any information with regards to the Offering.***

By requesting to participate in this Offering and receive copies of information relative to the Offering, you agree that you will treat the Offering and all related information, except for the information which is a matter of public record, in the strictest of confidence, and that you will not disclose or permit others to disclose the Offering or related information to any other person or entity, except for authorization of the Owner or SHS. Further, you agree not to use the contents of the information related to the Offering in a manner detrimental to the interests of the Owner and you agree to direct all questions to the Broker and not to contact the property management staff or tour the Property without being accompanied by a representative of Broker.

***The Owner expressly reserves the right, at its sole discretion, to reject any expression of interest or offers and to terminate discussions with any party at any time with or without notice. If you do not wish to pursue negotiations to acquire the Property or negotiations are discontinued by either party, you agree to destroy or return all information provided to the Broker.***

You acknowledge that you are acting as a principal. Finders or other Brokers shall not be entitled to any fee, commissions or other compensation from Owner or SHS related to the sale of the Property unless a Co-Operating Broker Agreement has been executed and delivered to SHS with this Buyer Confidentiality Agreement.

***You acknowledge that you will not contact any employees at the Property and will not contact the Owner without prior written authorization from SHS. The terms of this agreement will apply to you and any other related entities. This agreement shall not be modified or changed in any manner except in writing and signed by both parties.***

*\*Please fill in below:*

**\*Property Listing**

**\*Your Name**

**\*Company Name**

**\*Your Title (Position)**

**\*Address**

**\*Phone**

**\*Fax**

**\*E-mail**

***\*( ) By placing an X in box you agree to the terms and conditions of this agreement. I would like my name placed on contact list for information on new listings.***

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Accepted by  
2/14/2013

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