

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

Name	Phone
Company	Fax
Address	E-mail
City, State, Zip	

Co-Broker

Name	Phone
Company	Fax
Address	E-mail
City, State, Zip	DRE #

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 or fax back to 602-271-0220

Accepted by SHS
2/14/2013

_____, Designated Broker
By:

