

We never stop moving.™



SCHMITT
REAL ESTATE CO.

BROKERAGE RELATIONSHIP DISCLOSURE

It is the policy of Coldwell Banker Schmitt Real Estate Co., (“The Company”) to provide the greatest possible degree of service to our clients and customers within the constraints of the law.

To that end, The Company has adopted Single Agency as the primary and preferred relationship with Buyers and Sellers. As a Single Agent Company, agents can provide the full spectrum of services to their client, including the fiduciary duties of loyalty, confidentiality and obedience. By providing these duties, our agents can represent our clients’ interests above all others. We believe that this type of relationship is what most clients expect and deserve.

The Single Agency relationship serves all parties well except when an agent of The Company represents the Seller and the Buyer in the same transaction. In this instance, the law requires agents to transition from being a Single Agent to a Transaction Broker, wherein we provide both parties with limited confidentiality, fair and honest dealing, skill, care and diligence, accounting and disclosure of all known facts that materially affect the value of the property. This limited form of representation allows the agent to facilitate the real estate transaction by assisting both the Buyer and the Seller, but the agent will not work to represent one party to the detriment of the other.

To facilitate this transition, we ask Sellers whom we represent as Single Agents, to allow us to provide this form of representation when negotiating an offer on one of the The Company’s listings.

SINGLE AGENT DISCLOSURE

The Company policy is to enter into a Single Agency Relationship with all Buyers looking at properties listed with other companies. Formalization of the Single Agency Relationship forms the basis for an Exclusive Buyer Broker Agreement between the Buyer and The Company, which completes our contractual package with the buyer. To allow The Company Agents to transition to Transaction Brokers in the event of an “in house transaction” wherein The Company Agents assist both the Buyer and the Seller we ask that our clients also sign the Consent to Transition to Transaction Broker form. Agents transitioning from Single Agency must disclose to the Buyer and Seller that they are acting as a Transaction Broker at the time their role changes.

TRANSACTION BROKER DISCLOSURE FORM

For “in-house” Listings, agents of The Company who are acting in a Single Agent capacity will transition to Transaction Broker for representation. In that situation The Company will be acting as Transaction Brokers for both the Buyer and Seller.

We never stop moving.™



SCHMITT
REAL ESTATE CO.

SINGLE AGENT NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS SINGLE AGENTS DISCLOSE TO BUYERS AND SELLERS THEIR DUTIES. As a Single Agent, COLDWELL BANKER SCHMITT REAL ESTATE COMPANY and its associates owe to you the following duties:

1. Dealing honestly and fairly;
2. Loyalty;
3. Confidentiality;
4. Obedience;
5. Full disclosure;
6. Accounting for all funds;
7. Skill, care, and diligence in the transaction;
8. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing; and
9. Disclosing all known facts that materially affect the value of residential real property and are not readily observable.

Signature

Signature

Date

12/08

We never stop moving.™



SCHMITT
REAL ESTATE CO.

CONSENT TO TRANSITION TO TRANSACTION BROKER

FLORIDA LAW ALLOWS REAL ESTATE LICENSEES WHO REPRESENT A BUYER OR SELLER AS A SINGLE AGENT TO CHANGE FROM A SINGLE AGENT RELATIONSHIP TO A TRANSACTION BROKERAGE RELATIONSHIP IN ORDER FOR THE LICENSEE TO ASSIST BOTH PARTIES IN A REAL ESTATE TRANSACTION BY PROVIDING A LIMITED FORM OF REPRESENTATION TO BOTH THE BUYER AND THE SELLER. THIS CHANGE IN RELATIONSHIP CANNOT OCCUR WITHOUT YOUR PRIOR WRITTEN CONSENT.

As a transaction broker, COLDWELL BANKER SCHMITT REAL ESTATE COMPANY and its associates, provides to you a limited form of representation that includes the following duties:

1. Dealing honestly and fairly;
2. Accounting for all funds;
3. Using skill, care, and diligence in the transaction;
4. Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the buyer;
5. Presenting all offers and counter-offers in a timely manner, unless a party has previously directed the licensee otherwise in writing;
6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent 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; and
7. Any additional duties that are entered into by this or by separate written agreement.

Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller, but a licensee will not work to represent one party to the detriment of the other party when acting as a transaction broker to both parties.

I agree that my agent may assume the role and duties of a Transaction Broker

Date	Signature	Signature
------	-----------	-----------

12/08

We never stop moving.™



SCHMITT
REAL ESTATE CO.

TRANSACTION BROKER NOTICE

As a transaction broker, COLDWELL BANKER SCHMITT REAL ESTATE COMPANY and its associates, provides to you a limited form of representation that includes the following duties:

1. Dealing honestly and fairly;
2. Accounting for all funds;
3. Using skill, care, and diligence in the transaction;
4. Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the buyer;
5. Presenting all offers and counter-offers in a timely manner, unless a party has previously directed the licensee otherwise in writing;
6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent 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 buyer 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; and
7. Any additional duties that are entered into by this or by separate written agreement.

Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller, but a licensee will not work to represent one party to the detriment of the other party when acting as a transaction broker to both parties.

Date

Signature

Signature

CBSREC EXCLUSIVE BUYER BROKERAGE AGREEMENT

THIS AGREEMENT is made between _____,
hereinafter called "CLIENT", and Coldwell Banker Schmitt Real Estate co., hereinafter called "BROKER".
WHEREAS, the CLIENT is desirous of employing the BROKER exclusively to locate real property for purchase; &
WHEREAS, the BROKER is desirous of providing the real estate brokerage service to the CLIENT,
NOW THEREFORE, In consideration of the mutual obligations contained herein, the sufficiency of which is
hereby acknowledged;

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. **THE BROKER** hereby agrees to provide real estate brokerage service to locate and negotiate the purchase of real estate in Monroe County, Florida, more particularly described as: _____
2. **THE TERM OF THIS AGREEMENT** shall commence on _____ and expire at midnight on _____.
3. **CLIENT** shall pay to BROKER for services; a commission of _____% or the compensation % in the MLS Payment shall be paid by Seller, Buyer, and shall be paid in cash upon closing of the purchase of the real estate. Payment shall be due to BROKER regardless of whether the property is purchased through the BROKER or any other entity or individual acting for BUYER during the term of this agreement. In the event payment is not available from the SELLER, the BUYER shall seek other properties, and/or BUYER shall pay the commission agreed to above.
4. **AT THE INITIAL CONTACT** with other brokers and/or Seller, BROKER shall fully disclose they represent the BUYER.
5. **BROKER** shall use their best efforts to locate real property that meets the requirements of the CLIENT, including assisting CLIENT in any related areas such as financing, inspections, termite reports, and to coordinate with other professionals representing the BUYER such as attorney and/or accountants and shall assist the CLIENT through the closing. (The Broker is NOT an EXPERT in areas outside of real estate brokerage, but will assist the BUYER CLIENT to obtain competent professional help.)
6. **CLIENT** shall work exclusively with BROKER and no other party and agrees that if the Broker locates real property that meets the requirements of the client that client will proceed to attempt to negotiate a purchase of the property. Client grants to Broker the exclusive authority to locate and negotiate the purchase of the real property covered under this agreement. If BUYER or any other person or entity acting for BUYER, within 180 days after the expiration of this agreement, enters into an agreement to purchase/lease on any property submitted by Broker to Buyer during the terms of this agreement, the buyer shall pay to Broker the compensation as provided in paragraph 3 of this agreement.
7. **THIS AGREEMENT** constitutes the entire agreement between the parties and any amendments or modifications shall not be valid unless reduced to writing and signed by the parties hereto. In case of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees.

DATED _____

BUYER CLIENT SEAL

COLDWELL BANKER SCHMITT REAL ESTATE, CO. SALES ASSOCIATE SEAL

COLDWELL BANKER SCHMITT REAL ESTATE, CO. BROKER SEAL