

INTERNATIONAL CO-BROKER MARKETING AGREEMENT

This International Co-Broker Marketing Agreement (“Agreement”) is made this ____ day of _____, _____ (“Effective Date”) by and between _____ (“Listing Broker”), who represents that it has an exclusive listing for _____ and legally described as _____ (“Property”), and _____ (“Co-Broker”).

WHEREAS, Listing Broker has entered into an exclusive listing agreement with the owner of the Property for the sale of the Property and thereunder the Listing Broker has been granted the right by the owner to engage a Co-Broker to assist in the marketing and sale of the Property; and

WHEREAS, Listing Broker desires to engage the services of Co-Broker in the marketing of the Property and Co-Broker desires to perform such services as follows:

- 1) Marketing Rights: Co-Broker shall have the exclusive right to market the Property in the United States of America. In conjunction with such rights:
 - a. Listing Broker represents to Co-Broker that the information provided to Co-Broker by Listing Broker about the Property including any images (collectively “listing content”) is true, accurate and that Listing Broker has all legal rights to it.
 - b. Co-Broker will submit this Property and listing content with one or more listing services, including the Global Information Exchange (GIE), five (5) days after the Effective Date.
 - c. Co-Broker is authorized to display the Property and listing content on the Internet without limitation.
 - d. Listing Broker consents to Co-Broker’s use of listing content and related comments created by Co- Broker to market the Property.
 - e. Co-Broker shall have the right to cooperate with and compensate cooperating brokers under terms that Co-Broker and cooperating broker agree to.
- 2) Duration: This Agreement is valid from the Effective Date until _____, 20____, and shall extend through closing and funding of sale of Property if under contract when this Agreement expires.
- 3) Fees: A fee of ____% of the sales price shall be paid by Listing Broker to Co-Broker upon closing and funding of the sale of the Property, i.e., the exchange of money between buyer and seller. Payment shall be in U.S. Dollars. Entitlement to a fee occurs if Co-Broker individually or in cooperation with another broker procures a buyer who closes and funds on the purchase of the Property at the Listing Price or at any other price agreed to by seller.
- 4) Listing Price: The Listing Price for the Property is \$_____ (U.S. Dollars). The Property will be sold at the Listing Price unless seller accepts a different price from the buyer.
- 5) Protection Period: Within ____ days after expiration of this Agreement, Co-Broker may deliver in writing to Listing Broker a list of all prospects who might have an interest in purchasing the Property. In the event that any of these prospective purchasers actually purchase the Property, within ____ days of such expiration, then Listing Broker will pay

Co-Broker the fee specified in Paragraph 3, notwithstanding the expiration of the Agreement.

6) Marketing: The Co- Broker may:

- (1) advertise the Property by means and methods as Co-Broker determines, including but not limited to, creating and placing advertisements by using interior and exterior images of the Property, listing content and related information through any public display; and
- (2) advertise, during or after this Agreement ends, that Co-Broker “sold” the Property.

7) Special Provisions: _____
_____.

8) Responsibility: Listing Broker agrees to DEFEND and INDEMNIFY Co-Broker and its agents from any claims, lawsuits, liability, damage, costs, attorney's fees, and expenses incurred by Co-Broker or its agents that:

- (1) are caused by Listing Broker’s negligence or conduct;
- (2) arise from Listing Broker’s failure to disclose any material or relevant information about the Property; or
- (3) are caused by Listing Broker giving incorrect, infringing or illegal listing content or misrepresenting its authority to Co-Broker.

9) Mediation: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally. If not resolved at mediation, then the parties will submit to international arbitration under the authority of AAA.

10) Attachments: Addenda that are part of this Agreement and other documents that may need to be provided are:

- A. Information About Brokerage Services; and
- B. Other: _____.

11) Only Agreement: This Agreement is the entire agreement of the parties and may not be changed except in writing and signed by the parties.

12) Governing Law: The laws of the State of Texas will govern the interpretation, the validity, the performance and the enforcement of this Agreement. Listing Broker submits itself to the exclusive jurisdiction of a AAA tribunal in Harris County, Texas for any dispute with Co-Broker related to the Agreement.

13) Binding Effect: Listing Broker’s obligation to pay Co-Broker its fee is binding upon Listing Broker and its heirs, administrators, executors, successors and permitted assignees.

Listing Broker's Name

Co-Broker's Name

Listing Broker's Signature Date

Co-Broker's Signature Date