# **BROKER AGREEMENT**

This Broker Agreement (hereinafter the "Agreement") is made on \_\_\_\_\_ (the "Effective Date"), by and between \_\_\_\_\_ of \_\_\_\_,

(hereinafter referred to as "Buyer") and Daniel Patrick Ellis of 4430 Wade Green Road NW, Suite 180-139, Kennesaw, GA 30144, Georgia 30144 (hereinafter referred to as "Broker").

WHEREAS, Buyer desires to purchase certain services;

WHEREAS, Broker has contacts within the Real Estate industry and desires to act as an intermediary finder of services for Buyer;

#### \$1000 retainer fee is due at signing of this contract.

NOW, THEREFORE, in consideration of the premise and the mutual promises and covenants contained herein, the parties agree as follows:

#### **1. LEGAL COMPLIANCE.**

As required by the Real Estate industry, Broker shall comply with all applicable laws and has obtained the necessary licenses.

#### 2. TERM AND TERMINATION.

The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of 120 days from the date of this Agreement (the "Term"), unless earlier terminated by either party upon at least 30 days' prior written notice.

#### **3. EXCLUSIVITY.**

For the term of this Agreement, Broker shall have the exclusive right to introduce prospective sellers to the Buyer who are not already known to the Buyer.

#### 4. FEES AND PAYMENT.

The following must take place in order for the Broker to be paid. If these conditions are not met, Broker will receive no payment.

Excuted contract between buyer and seller

The Broker's fee shall be calculated as 3% of the net value of the services bought by Buyer as a direct result of an introduction. Net value shall exclude value added tax, postage and packaging, insurance, refunds and payments not honored by a financial institution. Subsequent sale of goods or services to an introduced customer shall not be subject to a broker fee except where such subsequent purchase is the direct result of a repeat referral.

Upon determination of broker fees due, the Broker shall issue an invoice to the Buyer and payment shall be due net thirty (30) days from the date of the invoice.

Acceptable forms of payment include the following:

Check

Checks shall be made payable to Daniel Patrick Ellis.

#### 5. NON-CIRCUMVENTION.

During the term of this Agreement, the Buyer will not attempt to do business with, or otherwise solicit any sellers found or otherwise referred by Broker, to the Buyer for the purpose of circumventing, the result of which shall be to prevent the Broker from realizing or recognizing a commission or Broker's fee. If such circumvention shall occur, the Broker shall be entitled to any commissions due pursuant to this Agreement or Broker's fee relating to such transaction.

### 6. FINAL AGREEMENT.

This Agreement represents the entire agreement with respect to the subject matter hereof and terminates and supersedes all prior understandings or agreements with respect to such matters. This Agreement may be amended only in writing signed by both parties.

## 7. LEGAL CONSTRUCTION.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions. This Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

#### 8. GOVERNING LAW.

This Agreement shall be governed by the laws of Georgia, without giving effect to principles of conflicts of law.

#### 9. SIGNATORIES.

This Agreement shall be signed on behalf of \_\_\_\_\_\_ by \_\_\_\_\_ and on behalf of Daniel Patrick Ellis by Daniel Patrick Ellis, Broker.

By:\_\_\_\_\_

Date:

By:

Daniel Patrick Ellis Broker Date:\_\_\_\_\_