



**THE RITZ - CARLTON
RESIDENCES**

ESTERO BAY

Cooperating Broker Registration Agreement

CUSTOMER NAME(S): _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

EMAIL: _____ EMAIL: _____

PHONE: Home: _____

Cell: _____

Office: _____

CO-BROKERAGE COMPANY ("Co-Broker") _____

CO-BROKER'S FL LICENSE # _____ CO-BROKER'S TAX ID# _____

CO-BROKER'S AGENT _____

COMPANY ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

OFFICE PHONE: _____ AGENT CELL PHONE: _____

AGENT E-MAIL ADDRESS: _____

By signing below, the undersigned acknowledges having been introduced to The Ritz-Carlton Residences, Estero Bay by the Co-Broker/Co-Broker's Agent named above.

CUSTOMER SIGNATURE

DATE

CUSTOMER SIGNATURE

DATE

Co-Broker hereby registers the Customer with LONDON BAY REALTY, INC. ("LBR"), the exclusive listing broker for the Ritz-Carlton Residences, Estero Bay, and acknowledges that Co-Broker has read the "Terms and Conditions" attached hereto and incorporated herein by this reference and agrees to abide by and be bound by the same.

CO-BROKER SIGNATURE

DATE

ACCEPTED:

LONDON BAY REALTY, INC.

DATE

THIS FORM MUST BE COMPLETE AND SIGNED BY ALL REFERENCED PARTIES TO BE VALID. THE EFFECTIVE DATE OF THIS FORM IS THE DATE THAT THE FORM IS ACCEPTED BY LONDON BAY REALTY. THIS POLICY MAY BE CHANGED UPON 5 DAYS NOTICE TO CO-BROKER, WHICH SHALL BE SENT VIA E-MAIL TO THE E-MAIL ADDRESS ABOVE. THE EFFECTIVE DATE SHALL BE THE DATE SIGNED AND ACCEPTED BY LONDON BAY REALTY, INC.

TERMS AND CONDITIONS

1. **Compensation.** In consideration of Co-Broker's services under this Agreement, and subject to the terms and conditions hereof, Co-Broker will be compensated as follows:
 - a. **Commission.** In the event that Co-Broker procures the sale of a condominium unit (a "Unit") at the Ritz-Carlton Residences, Estero Bay (the "Project"), Co-Broker will receive a commission of 2% of the "Net Sales Price" of the Unit. For purposes of this Agreement, Net Sales Price is defined as the purchase price for the Unit set forth in the sales contract after all price reductions, credits, discounts, incentives, and/or any other seller concession, and excluding all options, upgrades, extras, and furniture packages.
 - b. **Procuring Cause.** Co-Broker will be deemed to be the procuring cause of the sale of a Unit if (i) Co-Broker has registered Customer in accordance with this Agreement; (ii) Customer has not personally registered with LB Estero Bay Investments, LLC ("Developer"), the developer of the Project, or with LBR prior to this Agreement being submitted; (iii) Customer has not been previously registered with LBR or the Developer by another broker or sales associate; (iv) Customer enters into a binding Agreement for Purchase and Sale within six (6) months after the Effective Date of this Agreement and pays all required deposits thereunder; and (v) Customer closes on the Unit as required by the Agreement for Purchase and Sale.
 - c. **Payment Terms.** Commission shall be paid 50% within ten (10) days after (i) Seller has received a non-refundable deposit from Customer in an amount equal to at least 40% of the purchase price; (ii) the 15 day statutory rescission period has expired; and (iii) all other contingencies have been satisfied or waived by Customer; and the remaining 50% will be paid at closing of the Unit.
2. **Co-Broker's Representations and Covenants.** Co-Broker hereby represents and warrants and covenants and agrees as follows:
 - a. Co-Broker, and Co-Broker's agents and employees, are duly licensed and qualified to act as a real estate broker (or sales associate, as applicable) with all applicable governmental authorities, and Co-Broker has at all times complied with all federal, state, local and other laws, codes, ordinances, rules and regulations (including, without limitation, Florida Statutes Chapters 475, 517 and 718) with respect to Co-Broker's services hereunder.
 - b. Co-Broker, and Co-Broker's agents and employees, have not made and shall not make any statements, representations or warranties at variance with, or in contravention of, the condominium prospectus (offering circular) or related documents for the Units, and Co-Broker, and Co-Broker's agents and employees have not made and shall not make any misrepresentations or negative remarks, or fail to state any material fact, with respect to the Unit(s), the Developer, LBR, or the Project to any prospective or actual purchaser or any other party.
 - c. Co-Broker shall be solely responsible to pay any co-brokerage commissions due to other real estate brokers who have cooperated with Co-Broker in connection with sales of Units, other than to LBR. Co-Broker shall not advertise the Project in any manner whatsoever without the Developer's express written consent, which may be withheld in its sole and absolute discretion.
 - d. In consideration of the compensation being paid to Co-Broker hereunder, Co-Broker shall indemnify, defend and hold harmless LBR, Developer, and their affiliates, respective officers, directors, agents and representatives, from all liabilities, damages, claims, costs, fees and expenses whatsoever arising out of or in connection with the performance of (or Co-Broker's failure to perform) Co-Broker's services or obligations under this Agreement, or any misrepresentation made by Co-Broker or breach of this Agreement by Co-Broker.
3. **Miscellaneous.**
 - a. For purposes of this Agreement, a Customer shall be deemed properly registered when a complete copy of this Agreement, signed by the customer and the Co-Broker, is delivered to the sales office, and signed by a LBR sales associate. A customer who initially visits the sales center or a model without Co-Broker's Agent shall be registered exclusively with LBR and no co-broke commission will be paid. If the Customer has been previously registered through a different Co-Broker, and the term of the previous registration is still in effect, then this Agreement shall be void and of no effect and no commission shall be paid hereunder.
 - b. In the event of any breach of this Agreement by Co-Broker, LBR shall have the right to immediately terminate this Agreement, and any other existing Registration Agreements between Co-Broker and LBR, and Co-Broker shall not be entitled to receive any commissions under this or any other terminated Registration Agreement.
 - c. This Agreement shall be valid for a term of six (6) months after the Effective Date. If Customer does not enter into a binding contract within said six (6) month period, then this Agreement shall automatically terminate and be of no further force or effect, and no commission shall be due hereunder.
 - d. This Agreement shall apply to The Ritz-Carlton Residences, Estero Bay, only and shall not be deemed a registration for any other property owned or marketed by Developer, or by London Bay Homes, London Bay Development Group, London Bay Realty, Mediterra Realty, or any of their related or affiliated entities.