



## **CONFIDENTIALITY & CO-OPERATING BROKERAGE AGREEMENT**

### **Redevelopment Site consisting with a +/- 12,776 Square Foot Medical Building and a +/- 899 Square Foot Residential Building with three (3) folios on +/-1.4 acres of land located at 1050 N. Federal Highway, Hollywood, Florida, 33020**

The Owner, through Butters Realty and Management, LLC as its Exclusive Broker, has available for review certain information (“Confidential Information”) concerning the Property. The Confidential Information is intended solely for the Prospective Client’s identified below and limited to use in considering whether to pursue negotiations to purchase the Property. This is not an agreement to sell the Property, nor an offer for sale. No agreement binding upon the Owner of the Property, or any of its associated or affiliated companies, shall be deemed to exist, at law or in equity, until the Owner of the Property enters into a binding contract for sale. **The undersigned Co-Operating Broker hereby acknowledges all information provided by Owner is solely for the Prospective Client as registered below in connection with the possible acquisition of the Property.**

The confidential Information and Informational Materials contain brief, selected information pertaining to the business and affairs of the Owner and has been prepared by the Owner. Further, Informational Materials do not purport to be all-inclusive, or to contain all the information which a prospective purchaser may require. Neither the Owner nor Butters Realty and Management, LLC make any representations or warranties, expressed or implied, as to the accuracy or completeness of the Informational Materials, and no legal liability is assumed or to be implied with respect thereto.

By executing this Agreement, the undersigned Co-Operating Broker and Prospective Client agree that the Information provided is confidential, that it will be held and treated in the strictest of confidence, and that the undersigned will insure that the information will not be disclosed or permit to anyone else to disclose the Information to any person, firm, or entity without prior written authorization of the Owner through its Broker, Butters Realty and Management. The Information may be disclosed to partners of, employees of, legal counsel of, and lenders to the undersigned, or pursuant to court order. Further, the undersigned cooperating Broker acknowledges that no portion of the Informational Material will be photocopied, reprinted, released, or reprinted in any format for the benefit of any party, report, or presentation other than the Prospective Client as Identified below.

The Owner of the Property expressly reserves the right, in its sole discretion, to reject any or all proposals or expressions of interest in the Property and to terminate discussions with any party at any time, with or without notice. If you do not wish to pursue acquisitions negotiations, the undersigned agrees to return the Informational Materials to Butters Realty and Management.

In the event that a Prospective Client brought to the transaction by the Cooperating Broker successfully closes on the Property and Owner pays Butters Realty and Management, LLC the brokerage commission as stated in their Exclusive Listing Agreement with Owner, Butters Realty and Management, LLC will pay a Cooperating Broker Fee in the amount equal to one- and three-quarter percent (1.75%) of the gross sales price paid by Seller at closing.

The undersigned Cooperating Broker acknowledges and agrees that it will officially register each Prospective Client separately and in writing. If Prospective Clients are not registered according to these guidelines, the **cooperating Broker will not** be protected for compensation for their services and agrees not to hinder or harm a potential sale to the unregistered Client. Furthermore, if registered client is not satisfied with the cooperating Broker services, the client has the right to terminate the cooperating Brokerage relationship by providing Broker with written notice and No Cooperating Brokerage Fee will be due.



**COOPERATING BROKER:**

ACCEPTED AND AGREED: \_\_\_\_\_  
Date

Signature: \_\_\_\_\_ Company: \_\_\_\_\_

Name: (Printed) \_\_\_\_\_ Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax. No.: \_\_\_\_\_

Email: \_\_\_\_\_

**Email opt-in – Please check the box to be included on our new email campaigns. Yes, please include me**   
**No please remove me**

**CLIENT REGISTRATION: (Please Print)**

ACCEPTED AND AGREED: \_\_\_\_\_  
Date

Name (Printed): \_\_\_\_\_ Company: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Email opt-in – Please check the box to be included on our new email campaigns. Yes, please include me**   
**No please remove me**

**AGREED AND ACCEPTED FOR BUTTERS REALTY & MANAGEMENT, LLC:**

\_\_\_\_\_  
Broker Date

**PLEASE RETURN BY EMAIL TO [bahearn@butters.com](mailto:bahearn@butters.com) or [jcconte@butters.com](mailto:jcconte@butters.com)**