

**COOPERATING BROKERAGE AGREEMENT**

This agreement is between BCRE Brickell, LLC (“Developer”) and \_\_\_\_\_ (“Broker”), regarding Axis Unit \_\_\_\_\_ (the “Unit”) sold \_\_\_\_\_ (“Buyer”) for \$\_\_\_\_\_ (the “Price”) by contract dated \_\_\_\_\_ (the “Contract”). The parties agree as follows:

1 Broker represents and warrants (i) that is the procuring cause of the Contract and that Buyer has not dealt with any other real estate licensee regarding Axis or the Unit; (ii) that neither Broker nor its any of its licensees made any representations to Buyer regarding Axis, the Developer or the Unit other than those contained in Developer’s own written materials; and (iii) that Broker will not compensate or give anything of value to anyone on Developer’s in house sales team.

2 Developer shall pay Broker \_\_\_% of the Price as Broker’s only commission in connection with the sale of the Unit to Buyer (the “Commission”). The Commission will be paid (i) one-third within 15 days of Developer’s acceptance of the Contract and a ten percent deposit, (ii) another third within fifteen days of a second deposit of ten percent (if made); and (iii) the balance (which will be one-third if a second deposit was made or two-thirds if was not) at closing on the Unit. In the event a Buyer defaults on the Contract, Broker may retain all Commissions actually paid as of the date of default but shall have no claim to any further Commissions or compensation.

3 Without limiting Developer’s authority, Broker acknowledges that Developer has the authority, in its sole discretion, without incurring any liability to Broker, to (i) void, modify or terminate the Contract, for any or no reason, and even if such action results in Broker’s loss of all or part of the Commission; and (ii) determine the order in which and dates on which the Unit will close.

4 Broker agrees to indemnify Developer for and hold it harmless from any damages that may arise, including attorney’s fees and costs, from Broker’s breach of this Agreement, including but not limited to the representations and warranties in paragraph 1.

5 In the event any notice or communication is required by or made pursuant to this Agreement, (a) Broker shall be deemed to have done so if such notice or communication is actually delivered to Developer at Developer’s sales center, attention “Sales Manager” with a copy actually delivered to Brian K. Goodkind, Law Offices of Brian K. Goodkind, 13030 Zambrana Street, Coral Gables, FL 33156, fax (305) 666-0275; and (b) Developer shall be deemed to have done so if such notice or communication is actually delivered to Broker at the address beneath Broker’s signature line, by fax, or any other means.

Developer:

Broker:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Cell: \_\_\_\_\_  
License #: \_\_\_\_\_