

# AGREEMENT TO SHOW AND LOCATE PROPERTY

I/WE, \_\_\_\_\_, (Hereafter, collectively called "Buyer")  
employ and grant to \_\_\_\_\_ by its real estate agent  
\_\_\_\_\_ (hereafter collectively called "Broker") the exclusive right commencing on  
\_\_\_\_\_, and expiring at midnight on \_\_\_\_\_, to locate  
and show properties acceptable to Buyer for possible purchase, exchange, option to purchase or lease. This  
Agreement shall apply to any of the following properties:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Use additional sheet if more space is required)*

**1. COMPENSATION. NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Buyer and Broker.**

As consideration for Broker's diligence in locating and showing the above properties, and any additional properties which may be shown by Broker hereafter, Buyer agrees to compensate broker upon the purchase by Buyer of any of the shown properties as follows:

- (1) \_\_\_\_\_ percent of the acquisition price payable upon close of escrow, or if acquisition is prevented by default of Buyer, then payable upon Buyer's default.
- (2) Buyer's obligation to pay compensation under this section shall be reduced by any compensation amount that is paid to Broker by the seller or anyone else who compensates Broker for services covered by this Agreement.

**2. PROTECTION PERIOD.** The applicable compensation provided above shall be paid by Buyer if Buyer, or anyone acting on Buyer's behalf, enters into an agreement to purchase, exchange for, obtain an option on, or lease any of the above listed properties, or any other properties which were subsequently located and shown by Broker, within 180 calendar days from the date of this Agreement.

**3. BROKER OBLIGATIONS.** Broker agrees to exercise due diligence in locating and showing the above properties. If applicable, Broker agrees to represent Buyer on negotiations for, and offers to purchase on, properties authorized by Buyer. Broker agrees to provide real estate transactional services as required by the California Department of Real Estate and other applicable laws on any resultant purchase agreement.

**4. LIMITATIONS.**

- (1) **BUYER IS NOT OBLIGATED TO MAKE ANY OFFERS TO PURCHASE A PROPERTY.**
- (2) **BUYER IS NOT OBLIGATED TO USE BROKER'S SERVICES TO SHOW AND LOCATE ANY ADDITIONAL PROPERTIES.**

Buyer acknowledges receipt of Disclosure Regarding Real Estate Agency Relationships and receipt of a copy of this Agreement.

Broker \_\_\_\_\_ by \_\_\_\_\_  
*List Company Name* *Individual Agent*

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_