

REAL ESTATE CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT is made as of this ____ day of _____, 20____, by and between _____ (Client) and _____ (Consultant).

Background

Client desires to sell the Property, known as _____.

Client desires to engage Consultant, who has expertise and qualifications in areas beneficial to Client's intentions. Client desires to retain the services of Consultant and Consultant agrees to render such services.

IN CONSIDERATION of the foregoing and of the mutual covenants set forth below, the parties agree as follows:

1. Retention as Consultant: Client hereby retains Consultant, and Consultant hereby agrees to render consulting services to the Client, upon the terms and conditions set forth herein.

2. Duties: Consultant agrees that he will perform those services requested of him by Client, by selection from the menu of services and respective fees listed below:

A. MARKETING: Consultant to provide marketing advice and exposure via different media, such as Internet and personal networking. Consultant will refer any leads to the client.

Item A is selected: Client initial _____ Consultant initial _____

B. REVIEW OF CONTRACTS AND DISCLOSURES: Consultant to review the documentation of Client's transaction and provide the same to the Client, Client's attorney or agent for review and negotiation as needed.

Item B is selected: Client initial _____ Consultant initial _____

C. PARTNERSHIP AND REFERRAL: Consultant to locate and/or provide partners to the transaction, in the capacity of financing and/or equity partners.

Item C is selected: Client initial _____ Consultant initial _____

4. Compensation: Client shall pay to Consultant, as compensation for the services rendered, the sums indicated for the duties listed above, for any prospects, clients and referrals brought to the Client by the Consultant, from the time this Agreement is signed.

This fee will be as follows: % _____ of _____ or \$ _____ of _____.

5. Term: This Agreement shall commence on the date first written above and shall continue until such time as the Property is sold.

6. Termination: The parties agree that either Client or Consultant, by written notice, may terminate Consultant's engagement under this Agreement at any time for any reason. If Client terminates the agreement, Consultant shall be paid a fee on an as earned basis. If the property in question is under contract per Consultant effort, the Client will owe the Consultant the full consultation fee per schedule in paragraph #4.

7. Assumption of Risk: Client acknowledges that he/she is strongly advised to seek professional assistance in real estate transactions, especially in these areas: (1) establishing price; (2) ensuring that all disclosures are properly made; (3) negotiation of offers; (4) finalizing terms and conditions; (4) troubleshooting the transaction and coordination of escrow. To the extent Client declines to obtain this assistance, Client knowingly assumes risk.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first written above.

Consultant

Client

Client