

**PROSPECTIVE BUYER REGISTRATION and  
NONCIRCUMVENTION AGREEMENT**  
**Exhibit "B" to Cooperating Broker Agreement for Commercial Property**



Esslinger • Wooten • Maxwell, Inc., a Florida corporation ("EWM" or "Broker") is the exclusive listing agent for the sale of the real property commonly known as \_\_\_\_\_ and located at \_\_\_\_\_ (the "Property"). The Prospective Buyer named below (the "Prospect") represents, acknowledges and agrees that \_\_\_\_\_, who is cooperating with EWM (the "Co-Broker"), was the first real estate broker to introduce Prospect to the Property and to solicit Prospect's interest in purchasing or leasing the Property or any interest therein.

Prospect understands and agrees that all negotiations and related communications with the owner/seller of the Property (the "Seller") shall be handled through EWM and Co-Broker. Prospect shall execute a Non-Disclosure and Confidentiality Agreement, shall maintain all information received in connection with the Property in strict confidence, and shall not disclose this information to any person, excluding those parties specifically involved in the transaction itself. Prospect further acknowledges and understands that all information furnished by EWM or Seller is for information purposes only and that no representation is made by either EWM or Co-Broker as to the accuracy of this information. Prospect acknowledges that he/she/it has been advised to seek the independent advice of an attorney and/or accountant to verify the information supplied to EWM and Co-Broker by the Seller or any other sources.

Prospect agrees that if Prospect purchases or leases the Property or any interest therein, EWM and Co-Broker shall be entitled to receive no less than the reasonable and customary real estate brokerage commission payable by the Seller, and any contract for the purchase and sale of the Property will include such a provision. In the event that Prospect violates this covenant or any other covenant herein with respect to the Property, both EWM and Co-Broker shall be entitled to all remedies provided by law, including, but not limited to injunctive relief, damages, and customary real estate fees.

As used in this Agreement, the term "Prospect" shall include all persons acting for or on behalf of Prospect, including but not limited to employees, agents, independent contractors and all others who are either controlled by or who have the right to control Prospect, and shall also include successors, assigns, administrators, heirs and personal representatives.

As used in this Agreement, the terms "purchase", "sale", or other similar language refers to the purchase or sale of all or any portion of the Property or any interest in the Property, purchase and leaseback of the Property, or to any joint venture, development or trusteeship between Owner and Prospect, or any gift, option, voluntary transfer for consideration, lease with option to purchase, lease purchase, agreement for deed, any deferred closing arrangement, exchange, or by any other conveyance or transfer of any legal or equitable interest in the Property to any person or entity, including any entity owned or controlled to any extent either directly or indirectly by Prospect.

In the event Prospect discloses the availability of Property to a third party and such third party (or any affiliate or related party of such third party) purchases the Property without EWM and Co-Broker receiving their fee(s) or commission(s), or if Prospect either directly or indirectly purchases the Property without EWM and Co-Broker receiving their fee(s) or commission(s), then Prospect, in addition to the remedies specified herein, will also be responsible for payment of EWM's and Co-Broker's commission(s) and/or professional fee(s). In addition, in the event that Prospect breaches any term of this Agreement causing or resulting in injury or loss to EWM and/or Co-Broker, then Prospect shall be responsible to EWM and/or Co-Broker for damages and for all attorneys' fees and costs incurred by EWM, including reasonable attorneys' fees, to enforce or interpret the provisions of this Agreement. In addition to all other remedies provided by law, EWM shall be entitled to injunctive relief. Prospect further agrees that EWM, at Prospect's expense, shall have the right to place any appropriate lien and encumbrance on the real estate necessary to collect any compensation and this shall be the necessary authorization and consent.

Prospect understands and agrees that no one is permitted to visit the Property, or contact the Seller, its employees, tenants or customers, without the written authorization of EWM.

In the event that the Property is transferred for an amount less than market value, then the broker's compensation shall be based on the listed price of the real estate.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicting laws or rules, and shall terminate two years from the date hereof, except as to any provision hereof which by its terms continues for a longer period.

If any of the terms or provisions of this Agreement is held or deemed to be invalid or unenforceable by a court of competent jurisdiction, this Agreement shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.

This Agreement constitutes the entire agreement between the parties hereto with respect to the matters addressed herein, and supersedes all prior or contemporaneous contracts, promises or agreements, whether written or oral, with respect to such matters.

**IN WITNESS WHEREOF**, the undersigned have hereunto set their hands as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**AGREED TO AND ACCEPTED BY PROSPECTIVE BUYER:**

By: \_\_\_\_\_  
**Company of Prospect**

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Copy of Prospective Buyer's Drivers License Attached:  Yes  No