BUYER BROKER REGISTRATION FORM

PROPERTY: 2 El Retiro Lane, Irvington, NY 10533

BROKER INFORMATION:

BROKER OR SALESPERSON NAME ("AGENT"): _____

PHONE: _____ EMAIL: _____

BROKERAGE FIRM ("BROKER"): _____

BROKERAGE FIRM ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

BUYER ("BUYER") INFORMATION:

BUYER (COMPANY/NAME):_____

ADDRESS:_____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE: _____ EMAIL: _____

TERMS AND CONDITIONS

A referral fee in the amount of two percent (3%) of the winning bid (or accepted offer if sold pre-auction) ("High Bid"), which is accepted by seller, for the Property will be paid to the above-mentioned Broker whose registered Buyer pays for and closes title to the Property if and only if the terms and conditions below are satisfied.

No broker will be recognized for any buyer who has previously contacted seller, PRUSA LLC d/b/a Paramount Realty USA ("Marketing Agent"), or who has been previously contacted by seller or Marketing Agent, or who has previously registered with another broker or agent.

1) In order to qualify for a referral fee:

a. Both Broker and Agent must be duly licensed in New York State from the time of this registration through the closing of the Property;

b. **Completed Buyer Broker Registration Forms, along with Buyer's signature, must be submitted by Broker or Agent in one of two ways: (1) by email to info@prusa.com; or (2) via fax to 516.558.1148 (**Buyer Broker Registration Forms submitted by any other method will not be honored. Incomplete forms and verbal registrations will not be honored.); and

c. Broker or Agent must fully and timely comply with the terms and conditions outlined herein.

2) No referral fee will be paid to any broker (a) that is participating in the purchase of the Property; (b) whose agents, employees or immediate family members are participating in the purchase of the Property; and/or (c) who is acting as legal counsel to any party in the transaction.

3) Referral fees will only be paid at the closing of the sale of the Property purchased by Buyer, after the purchase price has been paid in full.

4) No Buyer Broker Registration Forms will be accepted after 4pm EST on October 16, 2019.

5) Referral fees are based on the High Bid and do not include Buyer's Premium.

6) Broker and Agent hereby hold harmless and indemnify Marketing Agent and any agents, employees or licensees of Marketing Agent from any and all claims with regard to such fees due or paid.

7) The payment of the referral fee set forth herein pertains only to the Property.

8) Broker is not a subagent of Marketing Agent and specifically represents Buyer as a buyer's broker or agent.

9) There are **NO EXCEPTIONS** to these terms and conditions.

10) This Agreement shall be governed by the laws of the State of New York. Any claim arising out of or related to this Agreement shall be submitted to binding arbitration conducted by the American Arbitration Association, New York County, pursuant to their rules relating to real estate disputes. The parties agree to submit the dispute to 3 (three) arbitrators chosen pursuant to AAA Rules. This shall be the sole remedy for any resolution of a dispute and the parties hereby consent to the exclusive jurisdiction of the American Arbitration Association.

11) By placing their signatures below, the undersigned certify, agree and acknowledge that they have read this Buyer Broker Registration Form and that they understand and agree to all of the terms and conditions set forth above.

BUYER SIGNATURE: _____ **DATE:** _____

BROKER/AGENT SIGNATURE: _____ **DATE:** _____