



## Exclusive Client (Buyer) Agreement

1. **CONSULTANT APPOINTMENT.** Client hereby appoints NNN Invest as Client's exclusive consultant to assist Client in negotiating for and securing a commercial retail property to purchase nationally. NNN Invest accepts this appointment and agrees to assist Client in the process of finding and purchasing a commercial retail property.
2. **TERM & CANCELLATION.** This Agreement shall commence on the Effective Date hereof and terminate thereafter at 11:59 p.m. Eastern time on the last day of December \_\_\_\_, 2021\_ (the "Termination Date") (the term referred to as the "Engagement Period").
3. **EXCLUSIVE CONSULTANT.** Client agrees that during the Engagement Period, any and all inquiries and/or negotiations on behalf of Client relating to the acquisition of any Commercial Retail Property shall be through Consultant. Client agrees to refer any inquiries to Consultant from any broker, salesperson or any other source.
4. **CONSULTANT SERVICES.** Consultant will make best efforts to help buyer with finding and locating:
  - A. Commercial retail properties on and off the market to purchase.
  - B. 1031 Exchange Companies
  - C. Capital markets commercial mortgage brokers
  - D. Commercial retail attorneys
  - E. Commercial retail property management companies
5. **ENTITLEMENT TO A CONSULTANT FEE.** Client agrees to pay Consultant a fee in the event any of the following occurs: A. During the term of this Agreement Client purchases any commercial retail Property. B. Within 6 months after the Termination of this Agreement (the "Protection Period"), Client purchases any commercial retail Property (a "Protected Property") for which Consultant had negotiations relating to the Property for Client, or for which Consultant had exhibited or had offered to exhibit the Property to Client, or for which Consultant had any letter of intent or written contract with the Property owner or its agent on Client's behalf. Consultant shall furnish Client with a list of all Protected Properties promptly after the Termination of this Agreement, for which Client shall be liable to pay Consultant's fee if Client completes a transaction during the Protection Period; or C. At any time in the future Client purchases a Protected Property, on which an option or letter of intent was granted to Client, or for which a purchase agreement was executed by Client during the term of this Agreement. Since this is an exclusive consultant agreement, Consultant does not have to be the procuring cause of the purchase in order to earn a fee. In the event of a purchase as provided above, Consultants fee shall be payable in full at or before closing as a condition of closing.

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6..SOURCE OF COMPENSATION. Consultant is authorized, but not required to, negotiate for a seller-paid fee, the payment of which could satisfy a portion or all of Client's fee obligation under this Agreement. However, Client shall ultimately be responsible for the total fee to be paid to the consultant. Client acknowledges that a seller's representative may agree to share fees to be received from a property owner. Client hereby consents to and encourages consultant to enter into such a fee sharing agreement with a seller representative, provided that any fee sharing agreement shall reduce the total fee due from Client to Consultant under this Agreement.

*Consultant Fee Minimum: Client agrees to pay consultant up to a maximum fee of 1% of the total purchase price. Consultant to seek any additional fees from the seller.*

7. COST OF SERVICES. Client agrees to promptly pay for products or services from outside sources ordered by Consultant on Client's behalf, including, without limitation, surveys, appraisals, market analyses, environmental studies, inspections, soil tests, title reports, engineering studies, etc. In the event Consultant provides to Client names or sources for such products or services, or orders products or services from others on behalf of Client, Client acknowledges and agrees that Consultant does not warrant or guarantee the quality, accuracy or completeness of any such services and/or products.

8. RELEASE AND INDEMNIFICATION. Client agrees to waive and release any and all claims Client may now or hereafter have against Consultant, and defend and indemnify Consultant and to hold Consultant harmless on account of any and all liability, loss, damage, cost or expense arising directly or indirectly by reason of or in connection with this Agreement or the purchase of any Property including but not limited to, attorney's fees reasonably incurred by Consultant.

9. CONDITION OF PROPERTY. Client is not relying on Consultant to determine the suitability (i.e., zoning, plat restrictions, etc.) of any Property for the Client's purposes or the environmental, structural or other conditions of the Property.

10. CLIENT RESPONSIBILITY. The duties of Consultant contained herein do not relieve Client from the responsibility to protect Client's own interests. Client should read carefully all agreements to assure that they adequately express Client's understanding of the transaction. Client has been advised to seek legal assistance from an attorney on all issues.

11. MODIFICATION OF AGREEMENT. No modification of any of the terms of this Agreement shall be valid or binding upon the parties unless said modification is in writing and signed by the parties.

12. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of Client and Consultant and their respective heirs, personal representatives, successors and assigns. If any officer, director, shareholder, manager, member, partner, employee, or agent of or under the control of Client purchases any commercial retail Property during the term of this Agreement, or any Protected Property during any Protected Period, then Client shall be liable to pay Consultants fee as provided for under this Agreement.

13. LIEN. Client hereby grants Consultant the right and consents to the recording of a Consensual Lien against the Property and appurtenances thereon any time after completing the transaction contemplated in this Agreement (if Consultant is not paid in full at or before closing), in order to secure payment for the

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services rendered by Consultant under this Agreement. Said Lien shall remain valid and enforceable as between Client and Consultant until the compensation owed Consultant has been paid by Client.

- 14. EXPENSES AND INTEREST. In the event either party seeks to enforce any of its rights under this Agreement, the prevailing party shall have the right to recover all costs and expenses, including reasonable attorney’s fees, incurred in connection with such enforcement. All fees which are due and payable in full, but have not been paid on time, shall bear interest from the due date until the date of payment, at the rate of ten percent (10%) per annum, or the highest rate allowed by law.
- 15. BINDING ARBITRATION. Unless otherwise agreed between the parties, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in a court having jurisdiction thereof and Client agrees to be bound by any such decision rendered.
- 16. GENERAL DISCLAIMER. CLIENT ACKNOWLEDGES THAT CONSULTANT IS NOT AN ATTORNEY, TAX ADVISOR, SURVEYOR, CIVIL ENGINEER, STRUCTURAL ENGINEER, ENVIRONMENTAL EXPERT OR APPRAISER. CLIENT FURTHER ACKNOWLEDGES THAT CONSULTANT HAS ADVISED CLIENT THAT IF CLIENT HAS ANY QUESTIONS IN AREAS THAT REQUIRE SUCH EXPERTISE, THAT CLIENT SHOULD CONSULT PROFESSIONALS IN THESE MATTERS. CLIENT ACKNOWLEDGES THAT CONSULTANT HAS ADVISED CLIENT THAT THE PURCHASE OF PROPERTY IS A SIGNIFICANT EVENT WHICH HAS LEGAL, TAX AND NUMEROUS OTHER IMPLICATIONS. CONSULTANT HAS INFORMED CLIENT THAT THE PROPERTY COULD HAVE STRUCTURAL DEFECTS, MECHANICAL DEFECTS, INFESTATION BY WOOD EATING INSECTS AND THAT THE BOUNDARIES AND LOCATION OF THE PROPERTY CANNOT BE DETERMINED WITHOUT AN ACCURATE SURVEY. CLIENT FURTHER ACKNOWLEDGES THAT CONSULTANT HAS INFORMED CLIENT THAT THE TITLE TO THE PROPERTY COULD BE SUBJECT TO RESTRICTIONS, EASEMENTS, LIENS, AND OTHER ENCUMBRANCES AND THAT THE SERVICES OF AN ATTORNEY MAY BE NECESSARY IN ORDER TO EVALUATE THEIR EFFECT ON TITLE.
- 17. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties, and any prior agreements, whether oral or written, have been merged and integrated into this Agreement. In the event any portion of this Agreement is found to be unenforceable, said clause shall be severed from the Agreement and the remainder of the Agreement shall remain in full force and effect.

CLIENT / BUYER

CONSULTANT

Phone.....	Phone.....
E-Mail.....	E-mail .....
Print Name .....	Print Name .....
Sign Name .....	Sign Name.....
Date .....	Date .....

