TOURING AGREEMENT
New York

This Touring Agreement ("Agreement") is made by and between _____ ("Buyer") and _____("Broker") for real property located in the following areas: _____ ("Location").

1. Purpose of Agreement.

(a) The sole purpose of this Agreement is for Broker to assist Buyer in locating and touring properties (the "Touring Services.")

(b) In connection with providing the Touring Services, Broker shall adhere to any and all non-waivable duties required under applicable state law for real estate licensees.

(c) Buyer and Broker agree that they are entering into a non-exclusive agency relationship.

2. Buyer's Acknowledgement. Buyer represents that Buyer has not signed an exclusive buyer brokerage agreement for the Location currently in force with another broker.

3. Duration of Agreement. This Agreement is entered into on _____. This Agreement shall expire in seven (7) days at 11:59 p.m. on _____.

4. No Fee for the Touring Services.

(a) Buyer shall not owe or pay Broker any fee for the Touring Services.

(b) Broker shall not receive compensation for the Touring Services from any source that exceeds the amount or rate agreed to in the Agreement with Buyer. For clarity, this shall not be construed to mean the parties can't enter into a subsequent agreement for compensation for additional services as set forth in 4(c) of this agreement.

(c) If Broker is going to provide Buyer with brokerage services beyond the Touring Services, Buyer and Broker will enter into a separate agreement, including compensation, for such additional brokerage services. **The fee or commission the parties agree to for those services are not set by law, are fully negotiable, and shall be documented in that agreement.** Broker's compensation for brokerage services beyond the Touring Services, from any source, will not exceed (check one): [ ] _____% of the gross purchase price or [ ] $_____ flat fee.

5. Equal Opportunity. Properties shall be shown and be made available to Buyer without regard to race, color, religion, sex (including sexual orientation and gender identity), disability, familial status, national origin, and as may be required by other local, state or federal anti-discrimination laws or regulations.

Executed by Buyer on _____.

_____ _____
Buyer Name (Print) Buyer (Signature)

Executed by Broker on _____.

_____ _____
Brokerage Name (Print) Individual Agent (Signature on behalf of Broker)

_____
Individual Agent License Number

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