

Finder's Fee and Non-Circumvention Agreement

Effective Date: [_____]

The Parties:

1. Consultant (The Finder): Acquisitions

- a. Name: [_____]
- b. Business Address: [_____]

2. Client (The Investor/Buyer):

- a. Name: [_____]
- b. Address: [_____]

1. Background and Identified Property

The Client is a sophisticated real estate investor. The Consultant provided the Client with a lead on an investment opportunity (the "Identified Property").

Identified Property Details: Subject Property

- **Property Address:** [_____]
- **Property Owner/Seller (if known):** [_____]
- **Date Lead Provided to Client:** [_____]

The Client hereby acknowledges that the Consultant is the **sole and exclusive source** of this lead for the Identified Property.

2. Finder's Fee/Compensation

In consideration for the Consultant having provided the lead to the Client, and the Client's pursuit of the purchase of the Identified Property, the Client agrees to pay the Consultant a non-refundable **Finder's Fee** upon successful Closing, as defined below.

- **Finder's Fee Amount (Choose One):**
 - **Initial Flat Fee:** \$[_____] as a non-refundable EMD.
 - **Upon Closing:** Remaining balance of \$[_____] the agreed upon finder's fee.

3. Payment Terms

The Finder's Fee shall be due and payable to the Consultant in full **at the time of Closing** of the Identified Property.

A. **Closing Agent Instructions:** The Client agrees to provide instructions to the closing agent (Title Company or Closing Attorney) to disburse the full amount of the Finder's Fee directly to the Consultant from the Client's funds at the time of Closing, and to list this fee on the final Settlement Statement or Closing Disclosure.

B. **"Closing" Definition:** For the purpose of this Agreement, "Closing" is defined as any transaction resulting in the transfer of title or equitable interest of the Identified Property, whether through a standard purchase, deed transfer, land trust transfer, lease option, joint venture, or any other method, to the Client or any related entity.

4. Non-Circumvention and Term

This Agreement shall become effective on the Effective Date and shall remain in effect for a period of [_____ **Days**] from the Effective Date.

During this term, the Client agrees not to circumvent, ignore, or bypass the Consultant by attempting to acquire the Identified Property, or any portion thereof, directly or indirectly from the Seller, or through any other third party, without acknowledging this Agreement and ensuring the Finder's Fee is paid.

Should the Client (or any affiliate, associate, partner, heir, or successor of the Client) purchase or acquire an interest in the Identified Property within this term, the Finder's Fee shall be immediately due and payable to the Consultant upon Closing, regardless of whether the Consultant participated in any subsequent negotiations.

5. Independent Contractor Relationship

The Consultant is, and shall remain, an **Independent Contractor** with respect to the Client. The Consultant has performed only the service of locating and identifying the lead.

The Consultant has **not** acted as a real estate broker or agent, has **not** negotiated the purchase price or terms, and has **not provided** any services requiring a real estate license. The Client agrees that all negotiations and legal actions pertaining to the purchase of the Identified Property are the Client's sole responsibility.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [_____].

AGREED AND ACCEPTED BY:

Acquisitions/Consultant (The Finder):

Signature: _____

Printed Name: _____

Date: _____

Client (The Investor/Buyer)

Signature: _____

Printed Name: _____

Date: _____