

Non-Exclusive Agreement to Advertise and/or Promote

This Non-Exclusive Agreement to Advertise (“Agreement”) is made this 4th day of May, 2014 by and between YOUR NAME, a licensed real estate agent with YOUR BROKERAGE (Company Name) (circle one: “Listing Agent*” or “Global Marketing Agent”), and AGENT XYZ a certified Global Marketing Agent™ (“Promoting Agent”).

WHEREAS:

Listing Agent/Global Marketing Agent™ represents and warrants that he has a certain real estate listing located at PROPERTY ADDRESS (the “Property”) that he is willing to allow Promoting Agent to promote; and Promoting Agent desires to promote the Property.

NOW THEREFORE, the parties hereby agree, subject to the terms and conditions of this Agreement, that:

- 1.) Promoting Agent shall have the right to promote the Property as follows:
 - a.) Promoting Agent shall have the right to display the Property on his personal website without changing any information obtained by Listing Agent/Global Marketing Agent™ and contained in the listing/marketing documents for the Property;
 - b.) Promoting Agent shall have the right to prepare, for his own use and at his own expense, print advertising without changing any information obtained by Listing Agent/Global Marketing Agent™ and contained in the listing/marketing documents for the Property; and
 - c.) Promoting Agent shall have the right to enter the listing for the Property into the MLS or similar automated cooperative listing service to which Promoting Agent belongs without changing any information obtained by Listing Agent/Global Marketing Agent™ and contained in the listing/marketing documents for the Property.

Please note that you can remove the paragraph c above if you do not want the GMA Promoting agent to add the property in his/her MLS
- 2.) Promoting Agent’s rights hereunder shall terminate when and if:
 - a) Promoting Agent is no longer an agent in good standing with his local real estate board;
 - b) Promoting Agent is no longer a certified Global Marketing Agent™;
 - c) The listing/marketing agreement for the Property terminates or expires or the Property closes after it sells; or
 - d) Seller or Listing Agent/Global Marketing Agent™, in either’s sole discretion and upon thirty (30) days prior written notice, determines that Promoting Agent is not performing his obligations hereunder.

- 3.) With respect to the Property, Listing Agent/Global Marketing Agent™ shall have the right to review any information that Promoting Agent displays on his website, places in his print advertising and/or inputs into his MLS to ensure that such information conforms to the information obtained by Listing Agent/Global Marketing Agent™ and contained in the listing/marketing documents for the Property.
- 4.) Listing Agent/Global Marketing Agent™ agrees that a procurement fee will be paid to Promoting Agent, pursuant to the terms of the Procurement Fee and Professional Services Fee Agreement, attached hereto and made a part hereof, at closing if the buyer is procured as a result of the exercise of Promoting Agent's promoting rights hereunder.
- 5.) Promoting Agent shall also be entitled to a professional services fee or a buyer's representation fee pursuant to the terms of the Procurement Fee and Professional Services Fee Agreement, attached hereto and made a part hereof, at closing if Promoting Agent finds the buyer himself.
- 6.) Listing Agent/Global Marketing Agent™ shall notify the Promoting Agent in writing when the listing/marketing agreement terminates or expires or when the Property closes after it sells and Promoting Agent agrees to remove the Property from his MLS, his website and all of his print materials immediately upon receipt of such notice.

IN WITNESS OF WHEREOF, the parties sign in the spaces provided below:

By: YOUR SIGNATURE By: AGENT XYZ SIGNATURE

- * **Listing Agent or Global Marketing Agent™: If property is in your MLS area or licensing area, you are the Listing Agent.**
- * **If Property is outside your MLS or licensing area, you are the Global Marketing Agent™.**