



Thank you for working with Christopher Michael Real Estate “CMRE NYC”

Mailing Address: 144 N 7th St #231 | Brooklyn, NY 11249

TERMS & AGREEMENT OF BROKERAGE SERVICE

The undersigned hereby engages Christopher Michael Real Estate to act as broker of record on behalf of the undersigned(s) for the purpose of assisting in the locating, accessing, showing, arrangement of showing, applying, and/or securing lease of suitable apartment where a commission is due.

It is understood and agreed that the undersigned(s), co-applicant(s), guarantor(s), or immediate member of his, her or their family rents, sublets or obtain any apartment(s) at any address listed or not listed in the event an apartment(s) was added to the showing appointment after time of registration but was located by CMRE NYC to undersigned(s) within 180 days of date of registration, whether directly or indirectly from the owner, then a brokers commission shall be due to CMRE NYC.

The commission due shall be based on the following fee schedule:

1. **12% Fee** of the first year total annual rent for rental of one (1) year or more. This is the default fee unless a below fee is agreed upon and confirmed by all parties via DocuSign.
2. **No Fee** when above fee, agreed upon fee, or advertised paid fee by building owner and/or management company is duly paid to CMRE NYC and signed by all parties via DocuSign before the submission of application to prospective building owner and/or management company. Apartments advertised outside of CMRE NYC website and social media as “no fee” are only such if the building owner and/or management company offers a broker concession to CMRE NYC otherwise “no fee” may not be applicable when retaining brokerage service.
3. **Agreed Upon Fee** less than 12% or up to 15% of annual rent depending on the building (condo vs. coop vs. rental) will be signed by all parties via DocuSign signed before the submission of application to prospective building owner and/or management company.

4. **Client Club Member** with active, paid, and current membership pays no rental broker fee. Membership of paid dues is the instrument to determine the waiving of any and all rental commission. The absence of active and current membership is an indication this option is not applicable to the undersigned(s). If the undersigned(s) has co-applicant(s), guarantor(s), or immediate member of his, her or their family holds a Client Club membership, but the undersigned(s) does not, an above fee is due as each applicant must be a Client Club member to receive benefits and perks including no rental commission on an apartment. Client Club membership will not be granted to anyone actively applying to an apartment and for thirty (30) days after applying solely to receive the membership benefits.

Christopher Michael Real Estate commission shall be considered duly earned and not refundable when the landlord, building owner and/or management company issues a lease or sublease to the undersigned applicant(s), or in the absence of such instrument, once the undersigned occupies an apartment in a building located, accessed, shown and/or applied to with CMRE NYC. If undersigned(s) visits and then applies directly to building CMRE NYC located that made applicant(s) and undersigned(s) aware of and undersigned(s) do not register CMRE NYC as the broker of record to the building, an earned commission will be due unless the building owner/management agrees to pay CMRE NYC at least a one (1) month broker commission.

“No Fee” apartments indicate the building owner and/or management company pays broker commission and if undersigned(s) is in breach of this agreement, resulting in failure of payment from the building owner and/or management company the above fee will be due by the undersigned(s) if occupies listed apartment. If apartment is not listed in the case the apartment was added after registering but located, accessed and/or shown or showing was arranged by CMRE NYC in where the undersigned(s) acknowledges the address through electronic communication to view and is later approved for named apartment directly or indirectly, such apartment building has become registered and the above fee applies if possession is taken.

If the landlord, building owner and/or management company fails to deliver the apartment, any and all broker fee commission will be refunded in full to the undersigned(s).

If it becomes necessary to institute legal proceedings to collect any duly earned commission, the undersigned(s) shall also be liable for \$4,500 in legal and collection costs provided such cost exists.

An electronic signature of this agreement via DocuSign or electronic signature and submission through christophermichaelrealeste.com or cmrenyc.com constitutes a legal binding document. A copy of this agreement will be emailed to the undersigned for recording purposes upon registering and/or applying to an apartment with Christopher Michael Real Estate.

No verbal agreement or electronic communication via text message and/or email exchange is to supersede the content of this agreement. DocuSign which records IP addresses, date, time stamps, and certifies records will only be recognized and attached to this agreement for “No Fee” and “Agreed Upon Fee” If default commission does not apply as stated on page 1 under fee schedule.

Terms & Agreement of Brokerage Service comprising the above two (2) pages are stated above this third page statement.

THE REMAINDER OF THIS PAGE UNDER THE DOTTED LINE IS BLANK
