260 West 91st street, SUITE #1A,

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**TERMS OF BROKERAGE AGREEMENT**

FIRM'S NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FAX: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

             Re: Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RC Realty Group of New York Inc.

1. RC Realty Group of New York Inc. (Agent) whose corporate office and address is260 West 91st Street, New York, New York, 10024, is looking to be appointed by your company\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. The Owner will authorize RC Realty Group of New York Inc. to act as its agent to engage co-brokers to offer the sale or rental of units to their customers or clients. This Agreement sets forth the terms of such agreement.
3. This Agreement shall remain in effect for a period of one (1) year unless it is terminated sooner in accordance with the terms hereof.

BROKER’S REPRESENTATION

1. Through our Residential Brokerage Department, you will be engaging our firm as a real estate broker with exclusive rights to represent the Sale or Rental of any properties that are given to us to handle by your firm. Any one who sees any Unit (defined below) must exclusively utilize RC Realty Group of New York Inc. as the owner’s agent.
2. RC Realty Group of New York Inc. is a duly licensed real estate firm and its associate brokers or salespersons are also duly licensed, and to the extent now or hereafter required by applicable law or regulations, have filled or will file all forms or statements required by law with The Department of Law of the State of New York and The Department of State, Division of Real Estate of New York. All individuals other than administrative or clerical staff shall maintain such licenses in good standing throughout the term of this agreement.
3. We acknowledge that we are responsible for all actions of our staff that will ensure that the compliance of the terms of this or any agreement entered into.
4. During the term of this Exclusive Right to Sell Agreement, you agree to refer to us all inquiries, proposals and offers received by you regarding the Units, including, but not limited to, those from principals and other brokers, and you agree to conduct all negotiations with respect to the sale or rental, or other disposition of the property, exclusively through our firm.
5. All individuals who either want to purchase or rent said Units will be thoroughly screened by the Broker (RC Realty Group of New York Inc.). Even if the individual or principal is referred through a co-operating broker, all the same procedures will be followed. All individuals or principals will have a credit check (cost to be paid by the Qualified Customer) before any additional procedures are carried forward for the purchase or rental of said Units.
6. RC Realty Group of New York Inc. represents and agrees that it will offer the Units for sale or rent in accordance with the provisions of the Offering Plan and that no statement, promise, warranty or representation will be made by us except as specifically set forth and described in the Offering Plan.

BROKERS COMPENSATION

RC Realty Group of New York Inc., as owner broker covenants and agrees as follows with respect to all services rendered pursuant to this agreement:

1. The broker (RC Realty Group of New York Inc.) shall be entitled to a brokerage commission or fees (“Commission”) on transactions for all Units covered by this Exclusive Agreement.
2. RC Realty Group of New York Inc. shall be deemed the “sole" procuring broker instrumental in interesting customers to purchase or rent Units from the Owner.
3. The Broker (RC Realty Group of New York Inc.) agrees to accept as its full compensation for all said services, unless otherwise specified, the amount agreed upon by both parties to the agreement (RC Realty Group of New York Inc. and Owner).
4. We are authorized to solicit the cooperation of other licensed real estate brokers and to work with them on a cooperating basis for the sale of the above captioned apartment. If the apartment is sold or rented pursuant to this Agreement, our commission to be paid solely by you shall be of a determine percentage of the sales price. In the event, another licensed real estate broker solicited by us is involved in the transaction, we shall pay the cooperating broker a commission by separate Agreement with such broker.
5. If the apartment is rented or sold to a person or entity you did not refer to us as required by this Agreement, you agree to recognize us as the procuring broker in connection therewith and to pay us a commission equal to a percentage determined by both parties involved in this agreement of the total sale or rental price, as the case may be.
6. Commission is deemed earned when such Unit is purchased and sales agreement is consummated by the owner conveying title to the Unit to such Qualified Customer and, simultaneously therewith, the Qualified Customer pays the Owner, and Owner receives, the full amount of the agreed “Purchase Price,” stated in the Purchase and Sales Agreement, in accordance with the terms of the Purchase and Sales Agreement (Title Closing).
7. And/or the commission is deemed earned when such Unit is leased and a lease agreement is consummated by the Owner, meaning a lease agreement is conveyed to the Qualified Customer, all appropriate paper work involved is completed (which includes credit check and other verifying documentation is provided and done), and the Owner receives the full amount of the agreed terms, being the first month's rent and the security deposit. Payment of commission is the responsibility of the renter and is conveyed at the signing of the lease by certified check, unless it is agreed upon by the Owner to pay the rental fee directly to the Broker (R&C), eliminating the responsibility of fee from the renter (Qualified Customer).

EXPENSES

1. Broker shall be solely and fully responsible for any expenses broker incurs in connection with this agreement or services, hereunder, excluding mutual agreement on
2. Soliciting and consummating any sales or rental, fees or commissions, advertising, overhead or personnel.
3. The broker will not incur any expense on the behalf of the Owner unless given permission by the Owner prior to the actual expense incurred.

SALES OR RENTAL OFFICE

In order for the Broker’s (RC Realty Group of New York Inc.) customers or cooperating brokers to obtain marketing information on the Units and the planned sale or rental of said Units, it would be advisable with the consent and permission of the Owner to set up a sales or rental office in the building or a designated location in proximity to the project address identified. Such expenses for said office should be designated as an expense being covered by the Owner (with prior acknowledgement given). We will arrange for all appointments to view any Unit and a representative of RC Realty Group of New York Inc. will accompany any prospective customer for Sale or Rent to view any Unit. Our agent will conduct all presentations of the Units to any/all prospective customer(s) and/or clients, and our sales staff will be specifically trained to present the property on behalf of the Owner. Any and all communication will be handled through RC Realty Group of New York Inc. regarding either the sale or rental of any Units.

TERMINATION

1. This agreement may be terminated by the Owner or Broker with cause upon sixty days' written notice to all parties involved. The broker will have another sixty days to cure said defaults. If any defaults are not cured, upon written notification, termination of said agreement can occur. However, the following shall survive termination: any and all unpaid brokerage commissions for sale or rental of said Units with respect to binding Purchase Agreements will need to be executed by Owner and purchaser. Also, any lease agreements the executed by the Owner and renter, shall survive termination pursuant to the terms and conditions of this agreement.
2. This agreement shall be governed by, and construed in accordance with, the laws of the State of New York (without regard to its conflicts of law principles). Any litigation arising out of this agreement, modified agreements, or transactions contemplated hereby, shall be brought to the courts of the State of New York and the parties hereto consent to the venue of such courts.

NOTICES

Any notices, request, consent, election, demand, response or other communication (“notices) to be given or made by the parties under this agreement must be in writing and either:

1. Delivered by hand, telecopy (with electronic confirmation of transmission, followed the same day by hand delivery or by overnight delivery as herein provided) or overnight delivery by Federal Express or another nationally recognized courier, or sent by regular mail or certified or registered mail, return receipt requested, postage paid.
2. Each Party may, by notice to the other, change the address to which future notices are to be sent or change or add a person to whom a notice or a copy of a notice is to be sent.
3. Unless otherwise provided elsewhere in this agreement, each notice shall be considered to be given and received (regardless of the date of actual receipt, unless otherwise expressly provided herein).

This Agreement shall be binding upon and insure to the benefit of and be enforceable by the parties hereto and their respective successors or assigns of the parties. This Agreement may not be changed, rescinded, or modified except in writing, signed by both parties. If the foregoing meets with your approval, please sign and return the enclosed copy of this Agreement.

Yours Truly,

RC Realty Group of New York Inc.

AGREED TO AND ACCEPTED:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Corporate Broker, CEO

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_