

AGREEMENT

THIS AGREEMENT is entered on _____ (“Effective Date”) by and between _____ (“Client”) and /or related entities and Beck Capital Lending LLC (“Agent”).

In consideration of the services to be rendered by Agent, Client hereby grants to Agent and exclusive right to represent Client in the financing of real property. Agent’s fiduciary duty and loyalty shall be to the Client.

1. **THE PROJECT:** The term “Project” shall mean matters relating to the financing of real property. This agreement is limited to the scope of the Project.
2. **NO OBLIGATION:** Client shall be under no obligation to finance any property based upon proposals submitted by Agent.
3. **COMMISSIONS:** It is Agent’s policy to offer client any and all opportunities that might meet client’s requirements. Client understands and acknowledges that in some circumstances Lenders/Mortgagees offer little or no remunerations to Agent for services performed pursuant to this Agreement.

It is Agent’s policy to request one percent (1%) of the gross loan as a commission, payable 100% at closing, on a transaction. In the event that a Lender/Mortgagee refuses to pay Agent or is willing only to pay a portion of the requested commission, Agent will invoice Client and Client agrees to pay Agent a commission, at the closing. The commission will be equal to one percent (1%) less whatever commission Lender/Mortgagee pays to Agent at the closing. Agent will work with Client to arrange for Lender to pay as much commission as possible.

4. **TERMS; TERMINATION:** The terms of this Agreement shall be for six (6) months from the effective date hereof and shall be renewed automatically, month-to-month, on the same terms and conditions, unless sooner terminated. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party. After termination, all terms of this Agreement will apply to any loans presented to Client during the terms of this agreement, and Client and Agent will continue to work together on such properties. Agent will be entitled to a commission, as set forth above, on any such properties if Client enters into a Loan or Mortgage negotiation or agreement for the financing within eighteen (18) months of termination. Within sixty (60) days of termination, Agent will provide Client with a written list of all such offers offered or presented to Client during the term of this Agreement.

5. **DISPUTE RESOLUTION, VENUE, GOVERNING LAW:** The parties expressly agree that any dispute or breach relating to or created by this agreement shall be settled by binding arbitration in accordance with applicable Florida law. The decision of the arbitrator(s) shall be binding on all parties. The costs of any arbitration, including attorney’s fees during arbitration and any appeal(s), shall be borne by the non-prevailing party. Venue shall only be in Miami-Dade County, Florida. This Agreement shall be governed by the laws of the State of Florida as to interpretation, construction and performance.

6. **HOLD HARMLESS:** The Client acknowledges and agrees that Loans/Mortgages of real property encompasses many professional disciplines, and while Agent possesses considerable general knowledge, Agent is not an expert in matters including, but limited to law, surveying, structural conditions, engineering, financing, investment risk evaluation, hazardous materials, etc. Client is advised to seek professional expert assistance and advice in these and other areas of professional expertise. In the event Agent provides to the Client names or sources for such advice and assistance, Client acknowledges and agrees that Agent does not warrant or guarantee the services and/or products. The Client also agrees to hold Agent harmless from liability resulting from incomplete and/or inaccurate information provided by Client to Agent.

7. **ENTIRE AGREEMENT:** This Agreement contains the entire Agreement between Client and Agent concerning the financing of any real property in connection with the Project. Any modification to this Agreement must be in writing and signed by Agent and Client.

8. **NOTICE:** Any notices, requests, instructions, or other documents given hereunder by any party to another shall be in writing and shall be delivered by (1) fax, e-mail, or mail, with telephone conversation confirmation by sender to recipient, or (2) registered or certified mail, return receipt requested, postage prepaid, addressed as set forth below:

IN WITNESS WHEREOF, this Agreement is made and entered into as of the day and year first set forth above.

CLIENT:

AGENT:

Stanley Beck, President
Beck Capital Lending, LLC
1484 E. Hallandale Beach Blvd.
Hallandale, Florida 33009
Phone: (786)960-(Loan)5626
Email: stan@beckcapitalending.com

Beck Capital Lending, LLC
