

Exclusive Right to Represent Buyer And Agency Agreement

I/We, _____ (“Buyer”), hereby employs and grants **Las Vegas Aircraft Sales, LLC** (“Broker”) the exclusive and irrevocable right, commencing on _____, _____ and expiring at midnight on _____, _____, to locate assets and negotiate terms and conditions acceptable to Buyer for purchase, exchange, lease, or option as follows:

1. **General Nature of Assets:** Buyer represents that he intends to acquire an interest in one or more assets meeting the following general description:

2. **Broker Compensation:**

- a. Buyer agrees to pay Broker _____% of the final selling price of the asset or the set amount of \$_____. Buyer authorizes Broker to accept compensation offered by seller or seller's broker, which compensation shall be credited against any compensation owed by Buyer to Broker.
- b. Buyer agrees to compensate Broker if Buyer or any other person acting on the Buyer's behalf completes the purchase, exchange, option, or lease of any asset of the general nature described herein.
- c. If completion of any transaction is prevented by Buyer's default, the total compensation due under this Agreement shall be immediately due and payable by Buyer.
- d. Buyer agrees to pay such compensation if Buyer within _____ calendar days after the termination of this Agreement completes the purchase, exchange, option, or lease of any asset shown to or negotiated on behalf of Buyer by Broker during the term of this agreement.

3. **Retainer Fee:** Buyer agrees to pay and Broker acknowledges receipt of a non-refundable retainer fee in the amount of \$_____ payable to Broker for initial counseling, consultation and research, which retainer fee _____ (shall) _____ (shall not) be credited against any other compensation owed by Buyer to Broker as provided above.

4. **Buyer's Duties:** Buyer agrees to work exclusively with Broker and to provide to Broker or lender, upon request, information necessary to assure Buyer's ability to acquire the asset described above. Buyer further agrees to view or consider property of the general type set forth in the Agreement and to negotiate

in good faith to acquire such property.

5. **Other Potential Buyers:** Buyer consents and acknowledges that other potential buyers represented by Broker may consider, make offers on, or acquire an interest in the same or similar properties as Buyer is seeking.

6. **Mediation/Arbitration:** Broker and Buyer hereby agree that any dispute concerning the terms and conditions of this contract shall be resolved through mediation and arbitration proceedings using the services of an independent mediator or arbitrator reasonably acceptable to both parties.

7. **Attorneys Fees:** In the event suit is brought by either party to enforce this Agreement, the prevailing party is entitled to court costs and reasonable attorney's fees.

8. **Nevada Law Applies:** This Agreement is executed and intended to be performed in the State of Nevada, and the laws of Nevada shall govern its interpretation and effect. The parties agree that Clark County, Nevada is the appropriate judicial forum for any litigation, arbitration or mediation related to this Agreement.

9. **Capacity:** Buyer warrants that Buyer has the legal capacity, full power and authority to enter into this Agreement and consummate the transaction contemplated hereby on Buyer's own behalf or on behalf of the party Buyer represents.

10. **Entire Contract:** All prior negotiations and agreements between the parties are incorporated in this Agreement, which constitutes the entire contract. Its terms are intended by the parties as final, complete, and exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum, or modification, including any photocopy or facsimile, may be executed in two or more counterparts, all of which shall constitute one and the same writing. The terms of this Agreement may not be amended, modified or altered except through a written agreement signed by all of the parties hereto.

11. **Partial Invalidity:** In the event that any provision of this Agreement shall be held to be invalid or unenforceable, such ruling shall not affect the validity or enforceability of the remainder of the Agreement in any respect whatsoever.

12. **Buyer Declaration:** Buyer acknowledges and warrants by signature(s) below that he is not already in any exclusive buyer representation agreement with any other broker.

13. **Acceptance:** Buyer hereby agrees to all of the terms and conditions herein and acknowledges receipt of a copy of this Agreement.

14. **Additional Terms:** _____

Broker: Las Vegas Aircraft Sales, LLC

Buyer: _____

By: _____

By: _____

Title: _____

Title: _____

Address _____

Address _____

City, State, ZIP _____

City, State, ZIP _____

Phone _____

Phone _____

Fax _____

Fax _____

Email _____

Email _____