

It is understood and agreed that Mokha Real Estate, including any and all of its fictitious business names (DBAs) under which it may engage in business, and including its officers, associates, agents, employees, directors and/or shareholders has introduced _____ (hereinafter "Buyer") to properties located within _____ (subdivision name), Seller/Builder name _____ (hereinafter "Seller"). Track Number _____, Lot Number _____ or Property Address _____ within the County of _____, California (hereinafter "the Property").

Irrespective of any representation made by Seller or in any agreement Buyer may have entered into or may in the future enter into with Seller, and irrespective of the fact that Seller has agreed to compensate Mokha Real Estate for referring Buyer as a prospective purchaser, Buyer hereby acknowledges that **Mokha Real Estate, including its officers, employees, and agents, do not represent the Seller as agents** and are acting as a Referral Party only in this transaction. Though Mokha Real Estate will receive a separate fee (to be paid by the Seller in an amount agreeable to Seller and Mokha Real Estate) for introducing Buyer to Seller, it is expressly agreed that **Mokha Real Estate represents neither Buyer nor Seller in this transaction. Mokha Real Estate shall have no agency responsibility to either party.** Though Mokha Real Estate has no reason to believe either Buyer's or Seller's performance will be anything other than satisfactory, Buyer hereby acknowledges and agrees that Mokha Real Estate has no knowledge and has not made any representation or warranty regarding the Seller, the Seller's performance, Seller's potential lack of performance, this agreement, the final Purchase Contract, the Property, or the license status or history of the Seller. Mokha Real Estate does **not** have any control over, nor is Mokha Real Estate in any way associated with Seller. Buyer hereby forever release and agree to hold Mokha Real Estate harmless from any and all losses, expenses, liability, or costs of any kind which Buyer may incur as a result of entering into this transaction.

It is the parties' intent to acquire and grant the broadest possible release of all claims against Mokha Real Estate, whether known or unknown. Therefore, the undersigned hereby expressly waive the provisions and benefits of section 1542 of the California Civil Code, which provides as follows: **"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor"**. Mokha Real Estate hereby advises Buyer to seek independent legal counsel for review and approval of any Purchase Contract prior to execution thereof.

Mokha Real Estate DRE#02189441

We hereby acknowledge receipt of a copy of this confirmation.

Buyer

Buyer

THIS FORM HAS BEEN APPROVED BY MOKHA REAL ESTATE'S COUNSEL. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

Reviewed by _____ Date _____

