



CARACAL CLUB, LLC RETAINER AGREEMENT

This Retainer Agreement (Agreement) is entered into by Caracal Club, LLC (“Caracal”) and _____ (Client).

WHEREAS, Caracal operates a real estate investment firm which offers investment opportunities to certain potential investors introduced to Caracal by investor referral sources; and

WHEREAS, Client desires to enter into this Agreement to pursue said investment opportunities offered by Caracal.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Retainer Fee. Client agrees to pay Caracal \$9,500 (the “Retainer Fee”) to retain Caracal in accordance with the terms and conditions of this Agreement.
2. Caracal Services. In consideration of Client’s payment of the Retainer Fee, Caracal shall present Client with certain real estate investment opportunities. Client acknowledges that Caracal will offer such investment opportunities, based on current discounted market values as described hereunder, by virtue of Caracal’s established and proprietary relationships with real estate professionals in various market areas.

Client understands Caracal’s services under this Agreement to be as follows:

- A. Caracal will locate, negotiate and present to Client for purchase certain discounted real estate investment opportunities that will have a purchase price below current market value of the subject property.
- B. Caracal will provide to Client all information pertaining to each individual investment property, including but not limited to acquisition costs, historical market values, current market values, and other information pertinent to the subject property.
- C. Although not directly provided by Caracal, Caracal will provide referrals to Client for third party resources to perform other services that Client may need. These resources may include:
 - Property management services
 - Property repairs by licensed general contractor
 - Eviction
 - Property maintenance
 - Marketing and re-sale services
- D. Caracal will offer the Client similar investment opportunities for as long as, or until, Client is unable to secure financing or the necessary capital to close purchase transactions of additional investment properties.

3. Use of Retainer Fee. Client acknowledges that the Retainer Fee shall be collected by Caracal and portions of such Retainer Fee may be subsequently paid out to its preferred builders for repair/renovation services related to the investment opportunity properties.
4. Investment Opportunity. Client acknowledges that each investment property is individually owned by the Client and is not a shared or “pooled” asset. Therefore, Client understands that it is the Client’s sole responsibility to successfully “close” on and manage the investment opportunity property.
 - A. Caracal’s obligations in this Agreement are not contingent upon the Client being able to secure financing and “close” on the investment opportunities presented by Caracal. The foregoing notwithstanding, however, Caracal hereby retains the right to require a lender’s pre-approval or other evidence of Client’s ability to secure financing or provide the necessary capital to close on the investment opportunities described herein.
 - B. Caracal will continue to present investment opportunities of similar quality and pricing to the Client for as long as Client is able to secure financing or the necessary capital to close on additional investment properties.
5. Non-Circumvention. Due to the proprietary nature of the investment opportunities and contact information provided to Client by Caracal, Client agrees to not circumvent or attempt to circumvent Caracal in any manner whatsoever, whether directly, indirectly through the use of any third-party entity, or otherwise for a period of 36 months from the later of (i) the date this Agreement is executed, or (ii) the date of the closing of Client’s final investment opportunity purchase.
6. Confidentiality. Client also agrees to keep this Agreement confidential and to not reproduce it in any manner whatsoever. Further, Client agrees to keep confidential the investment opportunity and contact information and all other information provided by Caracal.
7. Governing Law. This Agreement shall be governed by the laws of Utah and shall be subject to the jurisdiction and venue of the Second Judicial District Court in Davis County, Utah.
8. Modifications. Any change or modification of this Agreement must be in writing executed by all parties hereto.
9. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable for any reason, such invalidity, and illegality or unenforceability shall not affect any other provisions of this Agreement, which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
10. Entire Agreement. This Agreement sets forth the entire understanding of the parties, and supersedes all other representations, agreements and understandings, oral or otherwise, between or among the parties with respect to the matters contained herein.
11. Money-Back Guarantee. Caracal agrees to present a real estate investment opportunity to Client within 120 days, starting from the day the retainer fee is received by Caracal. If Caracal fails to present such a real estate investment opportunity, Client is entitled to, upon Client’s written request, a full refund of the entire Retainer Fee. A real estate investment opportunity will be defined as an opportunity to buy an investment property that fits the guidelines as outlined in Section 2a. Client hereby acknowledges that Caracal has fully earned the retainer fee upon the presentation of one real estate investment opportunity, whether or not Client pursues the acquisition of such opportunity.

IN WITNESS WHEREOF, the parties hereto do hereby enter into and commit to the terms of this Agreement:

CARACAL CLUB, LLC

CLIENT: _____
(Print Name)

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title, if applicable: _____

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