

PROPERTY ACCESS AND SECURITY AGREEMENT

(Limited Access Services Only)

1. **PARTIES AND PROPERTY** Date: _____
Viewer(s): _____
Property Access Escort: _____
Brokerage Firm: _____
Property Address(es): _____
2. **NO AGENCY / NO REPRESENTATION. HOME ACCESS AND SECURITY.** Viewer acknowledges and agrees that Property Access Escort DOES NOT REPRESENT THE VIEWER in any capacity. Property Access Escort holds an active real estate license but is hired under this Agreement strictly as a physical access provider to unlock and secure the Property. Escort provides ZERO real estate brokerage, advisory, agency, showing, or sales services, and shall offer no pricing advice, market analysis, negotiation, or consulting under this Agreement.
3. **AGREED COMPENSATION** Pursuant to NAR Settlement rules requiring specified compensation prior to entry, the fee payable to Brokerage Firm for this access service is:

Check one: ☐ A flat fee of \$_____.00, payable to Brokerage Firm. ☐ \$0.00 (Zero Dollars) for access to the specified Property.

No additional fees, administrative charges, or commissions are owed under this Agreement. Real estate fees and commissions are fully negotiable and not set by law.

4. **TERM AND NON-EXCLUSIVITY** This Agreement applies only to the Property listed above and expires automatically when the access visit ends today. Viewer retains the absolute right to visit other homes with other access providers and to hire any agent, attorney, or advisor of their choice for additional services.
5. **WAIVER OF PROCURING CAUSE AND COMMISSIONS** Providing physical entry under this Agreement does NOT create procuring cause. Escort and Brokerage Firm irrevocably waive all claims to future commissions or compensation if Viewer later purchases or leases the Property independently or through another representative or attorney.
6. **NO AUTOMATIC CONVERSION OR FORCED EXCLUSIVITY** This Agreement shall never convert into a buyer representation contract. If Viewer chooses to submit an offer through Escort, representation shall be strictly limited to this single Property under a separate agreement. Escort agrees not to require a multi-property, long-term, or exclusive contract as a condition of submitting an offer.
7. **GOVERNING LAW AND COURT RIGHTS** This Agreement is governed by the laws of the state where the Property is located. Both parties retain all legal rights in the public court system (no mandatory arbitration or class-action waivers).

AGREED AND ACCEPTED:

Viewer Signature: _____ Date: _____

Property Access Escort Signature: _____ Date: _____

DISCLAIMER: This form is provided as a sample template for educational and informational purposes only and does not constitute legal advice. No attorney-client relationship is created by the use of this document. Real estate licensing laws vary by state. Users should consult their own legal counsel prior to executing this agreement. The drafter assumes no liability or responsibility arising from its use. **USE AT YOUR OWN RISK.**