



# EXCLUSIVE BUYER AGENCY AGREEMENT

Broker: \_\_\_\_\_ (“Broker”)

Broker Address: \_\_\_\_\_

Client: \_\_\_\_\_ (“Client”)

Client Address: \_\_\_\_\_

1. **Purpose:** Client has employed the services of Broker as Client’s exclusive agent to assist in purchasing, leasing or a lease with option of \_\_\_\_\_ real estate.
2. **Client acknowledges that Broker is not acting as an attorney, tax advisor, surveyor, appraiser, environmental expert or structural or mechanical engineer, and that Client should contact professionals on these matters.**
3. **Term/Cancellation:** This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. This agreement expires on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ unless cancelled by mutual consent of the parties, in writing prior to the expiration date.
4. **Compensation:** In consideration of the services to be performed by Broker, Client agrees to pay Broker as follows (check as applicable):
  - (a) \_\_\_\_ Flat fee. In the event Client contracts to purchase the desired property, Client will pay Broker a flat fee equal to \$ \_\_\_\_\_. The flat fee is payable upon closing.
  - (b) \_\_\_\_ Commission. In the event Client contracts to purchase the desired property, Client will pay Broker a commission equal to \_\_\_\_% of the purchase price. The commission is due and payable upon closing. The commission shall apply to any purchase agreement executed during the term of this agreement, or during any extension of this agreement. The commission will also apply to purchase agreements executed within \_\_\_\_ months after the expiration or other termination of this agreement, if the property acquired was presented to Client through the services of Broker. If the seller fails to close with no fault on the part of the Client then the commission shall be waived. If the Transaction does not close because of any fault on the part of the Client, the commission shall NOT be waived and shall become immediately due and payable.
  - (c) \_\_\_\_ Lease or lease with option compensation payable as follows:
5. **Client** will receive a credit against any amount owed pursuant to paragraph 4 above for any commission paid to Broker by a seller or cooperating Broker.
6. **Buyer acknowledges** there is a separate \$ \_\_\_\_\_ Buyer Agency Fee for each transaction.
7. **Confidential Information:** Broker will preserve any confidential information obtained during any agency relationship.

8. **Conflict of Interest (Purchasers or Lessees):** Client acknowledges that Broker may represent other Clients or customers desirous of purchasing, leasing or lease with option in property similar to the desired property. Client acknowledges and agrees that Broker may show more than one Client or customer the same property, and may prepare offers on the same property for more than one Client or customer.
9. **Conflict of Interest (Sellers):** In the event Client elects to make a bona fide offer on real property listed by Broker, Broker shall act as disclosed dual agent of both Client and owner of the real property listed by Broker pursuant to a written agreement between Broker, Broker/Client and the owner of the listed real property.
10. **Non-Discrimination:** It is agreed by Broker and Buyer/Client, parties to this agreement, that as required by law, discrimination because of religion, race, color, national origin, age, sex, disability, familial status, marital status, height or weight by said parties in respect to the purchase of the desired property is prohibited.
11. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties, and any prior agreements, whether oral or written, have been merged and integrated into this Agreement.
12. **Buyer and Agent/Broker** agree to submit to American Arbitration Association for arbitration should a dispute arise from this agreement or a Purchase Agreement. A judgment of any circuit court shall be rendered on the award of determination made after arbitration.
13. **Other:** Realtor does not check public records. Realtor recommends Purchaser(s) or Lessees have a professional home inspection including mold, infestation, radon test, well/water and septic along with any other inspections they do so deem to be necessary, in the purchase, lease or lease with option of any real estate desired. Realtor also recommends Purchaser(s) or Lessees have an appraisal and survey done on purchased, leased or lease with option property.
14. **In Consideration** of the agreements set forth herein, Client agrees that Agent and/or Broker shall not be liable to Client, Client's heirs or representatives, for any damages relating to the services performed under this Agreement in any amount in excess of \$ \_\_\_\_\_. Client and Broker agree that any and all claims or lawsuits or arbitrations between the parties to this Agreement must be filed no more than six (6) months after the date of termination of this Agreement.
15. **Interpretation:** This Agreement shall be construed without regard to the party or parties responsible for its preparation.
16. **Referrals:** Client to refer to Broker any referrals or inquires received by the Client from any source with respect to the purchase, lease or lease with option of the desired property.
17. **Receipt:** Client has read this Agreement and acknowledges receipt of a completed copy of this Agreement.

\_\_\_\_\_  
Broker

\_\_\_\_\_  
Client

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Client

\_\_\_\_\_  
Dated