

1 **EXCLUSIVE BUYER AGENCY AGREEMENT**  
2 **FOR A SINGLE PROPERTY OR PROPERTIES**



3  
4 **THIS IS A LEGALLY BINDING CONTRACT.**  
5 **IF NOT FULLY UNDERSTOOD, SEEK LEGAL ADVICE**  
6

7 1. **Parties:** \_\_\_\_\_ (“Buyer”)  
8 grants \_\_\_\_\_ (“Broker”)

9 The exclusive right to work with and assist Buyer in the showing, negotiation, and acquisition of the  
10 suitable real property that is described, listed or referred to within the “Property” clause of this  
11 contract. Buyer represents to the Broker that Buyer has employed no other broker to assist in  
12 acquiring a property within the scopes of this Agency Agreement and agrees to protect, defend,  
13 indemnify and hold Broker harmless from the claims, liability, and expenses, including reasonable  
14 attorney’s fees, arising by reason of the claim of any other broker in compensation as the result of a  
15 transaction that is within the scope of this Agreement.

16 2. **TERMS** of this Agreement: This agreement begins on the \_\_\_\_\_ day of \_\_\_\_\_,  
17 and will terminate on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (“Day of Termination”).  
18 However, if Buyer enters into an agreement to acquire property that is pending on the Day of  
19 Termination, this Agreement will continue in effect until that transaction is closed or ended through  
20 another means. This Agreement was executed in \_\_\_ State and any additional documentation  
21 required by state law will also be made available to the seller along with this Agency Agreement.

22 3. **Property or Properties:** Buyer is interested in acquiring real property as follows and agrees that  
23 Broker can be their only representing party for the addresses:

- 24 a) Buyer is seeking property within the price range: \$ \_\_\_\_\_ to \$ \_\_\_\_\_  
25 b) Buyer has been  Pre-qualified  Pre-approved by \_\_\_\_\_  
26 c) Preferred Conditions/Amenities: \_\_\_\_\_  
27 \_\_\_\_\_  
28 \_\_\_\_\_

29 **PROPERTY / PROPERTIES** that are covered within this contract:

- 30 1. \_\_\_\_\_  
31 2. \_\_\_\_\_  
32 3. \_\_\_\_\_  
33 4. \_\_\_\_\_  
34 5. \_\_\_\_\_  
35 6. \_\_\_\_\_  
36 7. \_\_\_\_\_  
37 8. \_\_\_\_\_

Buyer ( \_\_\_\_\_ ) ( \_\_\_\_\_ ) Broker/Sales Associate ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

acknowledge they have reviewed and received a copy of this page.

38 **4) BROKER'S OBLIGATIONS:**

39 Broker will

- 40 ▶ \*use Broker's professional knowledge and skills in property, negotiations, and your local market.
- 41 ▶ \*assist Buyer in determining Buyer's financial abilities and options
- 42 ▶ \*discuss property requirements and assist the Buyer in looking for and seeing suitable Properties
- 43 ▶ \*assist Buyer to contract for property, monitor deadlines and help to close the transaction.
- 44 ▶ \*cooperate with all real estate professionals and parties on a transaction to who affect that
- 45 transaction. Buyer understands that even if Broker is compensated by a seller or licensee, that
- 46 does not negate Broker's duty to Buyer.

47 Buyer understands that Broker can work with other potential buyers interested in the same property  
 48 or properties listed in the Property section of this document. If Broker submits offers by competing  
 49 buyers, Broker will notify Buyer that a competing offer has been made but will not disclose details of  
 50 that offer. Buyer agrees that broker may also make other potential Buyers aware of any offers placed,  
 51 however, similarly Broker will not share the terms and conditions of Buyer's offer.

52 Broker adheres to the rules and regulations set in the Fair Housing Act and will not unlawfully  
 53 discriminate on the basis of race, sex, color, religion, handicap, familiar status, or any other category  
 54 protected by local, state, or federal law.

55 Buyer understands that if Broker is compensated by a seller or a real estate licensee who is working  
 56 with a seller, such compensation does not compromise Broker's duty to Buyer.

57 **5) Compensation of Broker:** In consideration of the services to be performed by Broker, Buyer agrees  
 58 to compensate Broker in any of the following ways:

- 59 a) If the property is subject to a listing agreement through a Multiple Listing Service or otherwise,  
 60 the fee will be the amount equal to the co-operating Broker's payout as listed in the MLS, or a  
 61 minimum of \_\_\_\_\_%, or \$\_\_\_\_\_ plus applicable sales tax of the selling price. Buyer  
 62 agrees to pay to Broker any difference between the amount received from the listing company  
 63 and the stated minimum.
- 64 b) If the property is not subject to a Listing Agreement, Buyer agrees to pay Broker a fee plus  
 65 applicable sales tax as follows: For Sale by Owner \_\_\_\_\_% of selling price or \$\_\_\_\_\_  
 66 For Sale by Auction \_\_\_\_\_% of selling price or \$\_\_\_\_\_ For Sale by Builder \_\_\_\_\_% of  
 67 selling price or \$\_\_\_\_\_ Broker shall first seek to obtain this fee from the seller. If the fee  
 68 cannot be obtained through the seller, Buyer will be responsible for such fee stated above.

69 This compensation shall apply to transactions made on the subject properties listed, for which Buyer  
 70 enters into a contract during the original term of this Agency Agreement, or during any extension of  
 71 such original or extended term, and shall also apply to transactions for which Buyer enters into a  
 72 contract within \_\_\_\_\_ days after the end of this Agreement which Broker has shown to Buyer  
 73 during the term of this Agreement. If Buyer enters into an Exclusive Agreement with another broker  
 74 after expiration or mutual written termination of this agreement, this agreement shall be null and void  
 75 in its entirety.

76 **6) Cost of Services or Products Obtained from Outside Sources:** Buyer will obtain and order  
 77 products or services from outside sources. Buyer agrees to pay for them immediately when payment  
 78 is due. For example, but not limited to: surveys, soil tests, title reports, engineering studies, home  
 79 inspections.

80 **7) BUYER'S RESPONSIBILITIES:** Buyer agrees to cooperate and participate with Broker in  
81 accomplishing the intended outcomes of this Agreement, including:

82 a) Conducting all negotiations and efforts regarding the subject properties listed in this document  
83 through ONLY Broker and referring to Broker regarding any contact from real estate licensees,  
84 property owners or third parties. In this scenario, Buyer should begin all conversations informing  
85 third parties that they are represented by Broker.

86 b) Being available to meet with Broker at reasonable times for viewings and consultations

87 c) Providing Broker with accurate information.

88 d) Indemnifying and holding Broker harmless from all losses, damages, and expenses that Broker  
89 incurs by acting on behalf of Buyer.

90 e) Not asking to restrict property acquisition according to race, color, sex, or any category protected  
91 by the law.

92 **8) Dispute Resolution:** Any unresolvable dispute between Buyer and Broker shall be mediated. If a  
93 solution is not found in mediation, the dispute will submit to binding arbitration per the rules of the  
94 American Arbitration Association.

95 **9) Protection Period:** Buyer will pay Broker's compensation if, within \_\_\_\_\_ days after Termination Date,  
96 Buyer contracts to acquire any property outlined within this agreement within the terms set in this  
97 agreement. Buyer's obligation to pay Broker's fee for those subject properties ceases if the Buyer  
98 enters an agreement with another broker after the Day of Termination.

99 **10) Early Termination:** Buyer may terminate this Agreement at any time but will be responsible for  
100 paying Broker's compensation if Buyer enters into a purchase agreement with the seller of a property  
101 covered within this agreement. Broker may terminate this Agreement at any time by written notice to  
102 Buyer, releasing Buyer from any and all obligations associated with this agreement.

103 **11) Other Professional Services:** Buyer acknowledges that Broker is retained solely as a real estate  
104 agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home  
105 inspector, or other professional service advisor. Buyer acknowledges that Broker and Broker's agents  
106 owe no duty to independently verify the accuracy or completeness of any statement made by any  
107 source reasonably believed by the Broker and Broker's agents to be reliable. Buyer has been advised  
108 to seek professional advice concerning the condition of the property, legal and tax matters.

109 **12) Entire Agreement:** This Agency Agreement constitutes the entire agreement between the parties  
110 relating to the subject hereof, and any prior agreement pertaining thereto, whether oral or written, are  
111 merged and integrated into this Agency Agreement.

112 **13) Financial Capability:** Buyer has applied or agrees to apply for financing immediately upon signing  
113 of this contract and authorizes Broker to obtain financial information from Buyer's lender.

114 **14) Creation of Agency / Agency Disclosure:** By authorizing Broker as Buyer's exclusive agent, Buyer  
115 agrees to conduct negotiations for the properties listed within the Property clause of this contract  
116 through Broker, and to refer to Broker all inquiries received in any form from real estate brokers,  
117 broker associates, prospective sellers, or any other source, during the time this Agency Agreement  
118 is in effect.

119  
120

### SIGNATURES

As an agent or Broker, \_\_\_\_\_ and its associates owe to you the following duties and obligations:

1. Honesty
2. Loyalty
3. Full Disclosure
4. Responsibility
5. Skill, Care and Diligence
6. Presenting all information offers and counteroffers in a timely manner, unless a party has previously directed otherwise in writing.
7. Disclosing all known facts that affect real estate value, even if they are not readily observable.

**ALL CLAUSES, RELATIONSHIPS, ARRANGEMENTS, AND OBLIGATIONS WITHIN THIS CONTRACT ARE IN COORDINANCE WITH \_\_\_\_\_ STATE LAW. IN ORDER FOR A LICENSEE TO REPRESENT BOTH PARTIES IN A REAL ESTATE TRANSACTION, ADDITIONAL PAPERWORK IS NEEDED TO CLEARLY STATE THE PRE-EXISTING RELATIONSHIP.**

**Buyer** \_\_\_\_\_ **Date** \_\_\_\_\_ **Phone** \_\_\_\_\_

Signature \_\_\_\_\_

**Buyer** \_\_\_\_\_ **Date** \_\_\_\_\_ **Phone** \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State/Zip \_\_\_\_\_

**E-mail address** \_\_\_\_\_

**Broker/Agent** \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**15: Special Clauses, Exceptions, or Additional Properties that Fall Under the Scope of this Agreement:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Buyer ( \_\_\_\_\_ ) ( \_\_\_\_\_ ) Broker/Sales Associate ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

acknowledge they have reviewed and received a copy of this page.

