

EXCLUSIVE BUYER REPRESENTATION AGREEMENT

1 **1. THIS CONTRACT** is made between _____
2 _____ ("BUYER" *Indicate Marital Status*) and
3 _____ ("BROKER").

4 By this agreement, the BUYER appoints the BROKER as their exclusive agent to help in finding and acquiring
5 property ("Property") and to negotiate terms that are acceptable to the BUYER for the acquisition of the Property
6 as outlined in this contract. However, the BROKER is not required to search for additional properties once the
7 BUYER has entered into a contract to purchase the Property. Both the BUYER and BROKER agree that this
8 contract replaces any prior agreements (whether verbal or written) between them regarding the subject matter
9 and the services provided by the BROKER to the BUYER.

10
11 **2. BROAD DESCRIPTION OF THE PROPERTY.** The BUYER intends to acquire real property detailed as follows:
12 Type: ☐ Residential ☐ Income ☐ Vacant Land ☐ Commercial ☐ Other _____

13 GENERAL LOCATION: _____

14 APPROXIMATE PRICE RANGE: \$ _____ TO: \$ _____

15
16 **3. DURATION OF THE AGREEMENT.** For a period beginning _____ (or date of last signature,
17 whichever is later). This Contract shall continue through 11:59 p.m. on _____
18 unless sooner terminated by BROKER by written notice to BUYER.

19
20 **4. BUYER'S WARRANTIES AND STATEMENTS.**

- 21 a. The BUYER agrees to sign a written agreement prior to viewing properties with the BROKER.
22 b. The BUYER confirms they are not currently bound by any other Buyer Agency Agreements.
23 c. The BUYER affirms that they are not responsible for paying any brokerage fees for properties previously
24 shown to them.
25 d. The BUYER assures that they are not aware of any circumstances that would prevent them from completing
26 any sale under this Agreement.
27 e. The BUYER agrees to follow all relevant federal, state, and local laws, rules, regulations, and ordinances,
28 including those related to fair housing and civil rights.
29 f. The BUYER will make efforts to obtain written loan pre-approval and share the status of their loan approval
30 with the BROKER, providing a copy of current loan approval documents, including all conditions and limitations
31 set by the lender.
32 **g. The BUYER agrees to notify all real estate licensees and SELLERS they interact with that they are a**
33 **party to this exclusive agreement.**

34
35 **5. BROKER'S RESPONSIBILITIES.**

- 36 a. Carry out the terms of this agreement, apply reasonable skill and care on behalf of the BUYER, and prioritize
37 the BUYER's interests with the highest level of good faith, loyalty, and commitment, **unless** acting as a
38 Transaction Broker or as a Disclosed Dual Agent (**Missouri only**).
39 b. Work to find a price and conditions that are acceptable to the BUYER.
40 c. Provide, at a minimum, the following services:
41 1. Receive and present to the BUYER offers and counteroffers for the property the BUYER wishes to
42 purchase;
43 2. Assist the BUYER in creating, communicating, negotiating, and presenting offers, counteroffers, and
44 related notices until a purchase agreement is signed and all contingencies are either satisfied or waived;
45 and
46 3. Address any questions from the BUYER regarding offers, counteroffers, notices, and contingencies.
47 d. In Missouri, the BROKER is not required to continue searching for other properties once the client is under
48 contract to purchase a property; however, the BROKER must present all written offers, both to and from the client,
49 regardless of whether the client is currently under contract.
50 e. The BROKER must disclose to the BUYER any material facts that are known (or should be known, in
51 Missouri) and recommend that the BUYER seek expert advice on matters the BROKER knows but is not qualified
52 to fully advise on.
53 f. The BROKER must account for all money and property received in a timely manner.
54 g. The BROKER must adhere to all relevant federal, state, and local laws, rules, regulations, and ordinances,
55 including those related to fair housing and civil rights.
56 h. The BROKER shall not reveal any confidential information about the BUYER unless: the disclosure is

permitted under this agreement; required by law, rules, or regulations; failure to disclose would lead to a material misrepresentation; or disclosure is necessary under Missouri law to defend the affiliated licensee in an administrative or judicial proceeding or before a professional committee.

i. The BROKER must disclose to the BUYER and any SELLER of the property all known (or should have been known, in Missouri) adverse material facts, including but not limited to information about the BUYER'S ability to fulfill the terms of the sales contract. This also includes any facts known by the BROKER that were omitted from or contradict any information in a written report on the property's physical condition prepared by a qualified third party. In Missouri and Kansas, individuals convicted of certain crimes, including some sexually violent offenses, are required to register with the sheriff in their county of residence. If the BUYER seeks information about such individuals, it can be found on the Kansas Bureau of Investigation (KBI) website at <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office in Kansas. In Missouri, the information can be accessed through the Missouri State Highway Patrol's website at <https://www.mshp.dps.missouri.gov/CJ38/search.jsp>, or the BUYER may contact the sheriff's office of the county where the property is located.

j. Help facilitate the closing process for the sale of the Property.

k. The BROKER may search for properties in a Multiple Listing Service, and may, but is not obligated to, conduct searches or inquiries through other sources.

6. COMPENSATION TO BROKER. The BUYER understands that there are no fixed commission rates, and the compensation outlined in this Agreement is entirely negotiable and not determined by law.

a. The BROKER is entitled to receive compensation for aiding in and negotiating the purchase of a Property that meets the BUYER'S approval. The BROKER'S payment will be: _____.

☐ (Check if applicable) In the event of an unrepresented Seller, additional Compensation to BROKER shall be: _____ for total Compensation to BROKER of: _____.

☐ (Check if applicable) **Other Compensation:** _____.

The BUYER may request that the Seller contribute toward the BROKER's compensation, up to the agreed amount. Any portion of the compensation not paid by the Seller remains the responsibility of the BUYER, or the BUYER may choose not to proceed with the purchase of the Property.

The BUYER acknowledges and agrees that the BROKER may receive payment from multiple parties involved in the transaction. However, the BROKER cannot receive total compensation for brokerage services that surpasses the amount specified in this Agreement. The BUYER grants permission for the closing agent to disburse the agreed Compensation to the BROKER from the BUYER'S funds at the time of closing, if applicable.

b. ☐ **Retainer/Additional Compensation Addendum attached (Check if applicable)**

c. While this Agreement mainly appoints the BROKER to act solely as the BUYER'S representative, the BUYER may also permit the BROKER to operate as a Disclosed Dual Agent (**applicable only in Missouri**) or as a Transaction Broker for properties listed by the BROKER. **Please review the section labeled "Brokerage Relationship Disclosure" in this Agreement for more details regarding this matter.**

d. The BROKER shall also be entitled to compensation if the BUYER, or anyone acting on the BUYER'S behalf, acquires any real estate matching the criteria outlined in this Agreement within _____ calendar days following the expiration of this Agreement—provided that such property was introduced or shown to the BUYER by the BROKER, the BROKER'S agent, or cooperating brokers during the term of this Agreement, and that the BROKER delivered a written record of the property to the BUYER, either in person or by mail, within _____ calendar days after the Agreement ends..

e. **The BROKER shall still be entitled to compensation if the BUYER was shown the Property by another party or independently viewed the Property without the involvement of any broker during the period of this Agreement, and the BUYER did not inform the BROKER of the details of such property or failed to direct that presentation or showing back through the BROKER.**

f. The BUYER will not be responsible for paying the BROKER'S fees outlined in this Agreement if the transaction does not close due to the SELLER'S failure, provided the BUYER is not at fault. However, if the transaction fails to close because the BUYER breaches the terms of the sale agreement, the BROKER'S compensation will remain owed and must be paid by the BUYER immediately.

118 **7. BROKERAGE RELATIONSHIP DISCLOSURE. BUYER acknowledges receiving (a) the Broker**
119 **Disclosure** Form (in Missouri) either before signing the Exclusive Buyer Agency Agreement or upon the licensee
120 obtaining any personal or financial information, whichever occurs first; OR (b) the Real Estate Brokerage
121 Relationships Brochure (in Kansas) at the earliest reasonable opportunity. All consumers should review the
122 Missouri "Form" or Kansas "Brochure." The BUYER understands and agrees that the BROKER may present any
123 property for sale, including those listed by Sellers with whom the BROKER has a professional relationship. The
124 BROKER will inform both the BUYER and Seller of the BROKER'S intention to represent both parties (Disclosed
125 Dual Agency, available in Missouri only), to represent neither but assist both (Transaction Broker in Missouri and
126 Kansas), or to designate separate agents for the BUYER and Seller (Designated Agency in both Missouri and
127 Kansas). The BUYER acknowledges that the BROKER may show properties not listed by the BROKER to the
128 BUYER and may present such properties to other potential buyers without violating any duty or obligation to the
129 BUYER

- 130 • **Buyer Agency.** The BUYER'S agent represents BUYER only, so the Seller may be either unrepresented
131 or represented by another agent. The BUYER'S agent is responsible for performing the following duties:
132 promoting the interests of BUYER with the utmost good faith, loyalty and fidelity; protecting BUYER'S con-
133 fidences, unless disclosure is required by law; presenting all offers in a timely manner; advising BUYER to
134 obtain expert advice; accounting for all money and property received; disclosing to BUYER all adverse ma-
135 terial facts that the agent knows; disclosing to the Seller all adverse material facts actually known by the
136 agent, including all material facts concerning BUYER'S financial ability to perform the terms of the transac-
137 tion. The BUYER'S agent has no duty to: conduct an independent investigation of BUYER'S financial con-
138 dition for the benefit of the Seller; independently verify the accuracy or completeness of statements made
139 by BUYER or any qualified third party.
- 140 • **Transaction Broker. (Kansas and Missouri).** BUYER acknowledges that BROKER may have clients
141 who have engaged the BROKER to assist in selling their property. If the BUYER becomes interested in
142 making an offer on a property owned by one of these clients, the BROKER may be in a position to represent
143 both the BUYER and the Seller in the same transaction. Unless Designated Agents are appointed as
144 outlined below, this situation would create a dual agency relationship (**only in Missouri**). With the informed
145 consent of both the BUYER and Seller, the BROKER may act as a Transaction Broker. In this role, the
146 BROKER will facilitate the transaction without advocating for either party's interests. The Transaction
147 Broker's responsibilities include fulfilling the terms of any written or verbal agreements with any party
148 involved in the transaction, exercising reasonable care, skill, and diligence, and performing tasks such as:
149 promptly presenting all offers and counteroffers, regardless of whether the property is under contract for
150 sale or lease or is subject to a letter of intent; keeping the parties fully informed about the transaction and
151 recommending that they seek expert advice on matters outside the broker's expertise; accounting for all
152 funds and property received in a timely manner; disclosing to each party any known adverse material facts;
153 and helping the parties comply with the terms of any agreement. The parties involved in a transaction where
154 the BROKER acts as a Transaction Broker will not be held responsible for the actions of the Transaction
155 Broker. A Transaction Broker will not disclose the following information without the informed consent of the
156 disclosing party: that the BUYER is willing to offer more than the asking price for the property; that the Seller
157 is willing to accept less than the listed price; the motivating factors behind a party's decision to buy, sell, or
158 lease the property; that the Seller or BUYER would agree to financing terms different from those offered; or
159 any confidential information unless disclosure is required by law, statute, rule, or regulation, or if failing to
160 disclose would constitute fraud or dishonesty. **A separate Transaction Broker Addendum must be**
161 **signed by all parties when this arrangement is used.**
- 162 • **Subagency-Agency.** A Subagent is the agent of an agent. A Subagent owes the same obligations and
163 responsibilities as the agent.
166
167

168 • **Dual Agency with Full Disclosure. (Missouri only)** The BROKER may represent clients who have
169 engaged them to assist in the sale of real estate. If a property listed by the BROKER attracts the interest of a
170 BUYER who is considering making an offer, the BROKER will be representing both the BUYER and the SELLER
171 in the same transaction. This situation, referred to as dual agency, can result in potential conflicts of interest. As a
172 Dual Agent, the BROKER represents both parties, though the responsibilities to each are limited. A Dual Agent
173 may share information with one party that was obtained from the other, but only if: (1) the information is relevant
174 to the transaction and is not confidential or previously undisclosed; (2) it becomes public through the actions or
175 statements of the client to whom it pertains; or (3) the information comes from a source other than the agent.
176 Without consent from the client, a Dual Agent is prohibited from revealing to one party: if the BUYER is willing to
177 pay more than the offered price; if the SELLER is willing to accept less than the asking price; the underlying
178 motivations of either party involved in the transaction; whether a party is willing to consider alternative financing
179 terms or previous offers. A Dual Agent is also forbidden from disclosing any private information about one client to
180 another, unless legally required by law or regulation, or if failing to do so would lead to misrepresentation, or the
181 information is needed to defend the agent in a legal or professional matter. **Both the BUYER and SELLER must**
182 **sign a separate Disclosed Dual Agency Amendment for this type of representation to be valid.**

183 • **Designated Agency.** A Designated Agent is a licensed individual affiliated with the BROKER who has been
184 specifically appointed by the BROKER, or an authorized representative of the BROKER, to serve as the agent for
185 either a Buyer or a Seller represented by the BROKER, excluding all other affiliated licensees of the BROKER.
186 This arrangement of Designated Agency serves as an alternative to Disclosed Dual Agency in Missouri or as a
187 Transaction Broker in Kansas or Missouri. When a Designated Buyer's Agent is assigned, they will fulfill all
188 responsibilities of a Buyer's Agent. **If a Designated Agent is selected to represent the BUYER, the BUYER**
189 **acknowledges and agrees to the terms:**

- 191 1. The Designated Agent will carry out all responsibilities of the BUYER'S Agent and will act as the legal
192 representative of the BUYER, excluding all other affiliated licensees of the BROKER
- 193 .
- 194 2. A different licensee within the BROKER's organization may be designated as the Designated Agent
195 for a Seller in the BUYER'S acquisition of the Property
- 196 .
- 197 3. The supervising broker (or branch broker, if applicable) will serve as a Transaction Broker, refraining
198 from advocating for the interests of either party. Without obtaining prior approval from both parties, the
199 supervising broker will not reveal any confidential or personal information that could benefit one party
200 over the other. The supervising broker (or branch broker, if applicable) may delegate an affiliated licensee
201 to perform the role of a Transaction Broker
- 202 .
- 203 4. If the Designated Agent representing the BUYER is also designated to represent the Seller, the agent
204 cannot represent both parties. However, with full consent from both the BUYER and Seller, the
205 Designated Agent may serve as a Transaction Broker, assisting both parties in the transaction without
206 acting as an advocate for either.
- 207 .
- 208 5. If the BUYER is represented by a Designated Agent from the BROKER and wishes to view a property
209 listed personally by the supervising broker, the supervising broker, with the written approval of the Seller,
210 may designate an affiliated licensee to act as the Designated Agent for the Seller.

211 **8. BUYER AGREEMENT TO REPRESENTATION RELATIONSHIPS.** The BUYER agrees to the following types of
212 Brokerage Relationships. *(Select the appropriate boxes):*

- | | | |
|-----|--|---|
| 214 | ☐ Yes ☐ No | BUYER consents to Buyer Agency. |
| 215 | ☐ Yes ☐ No | BUYER consents to a Transaction Broker and agrees, if applicable, to sign a |
| 216 | | Transaction Broker Addendum. |
| 217 | ☐ Yes ☐ No | BUYER consents to Dual Agency and agrees, if applicable, to sign a Disclosed Dual |
| 218 | | Agency Amendment. (Missouri Only) |
| 219 | ☐ Yes ☐ No | BUYER consents to Designated Agency. (In Kansas, Supervising |
| 220 | | Broker acts as a Transaction Broker) |
| 221 | ☐ Yes ☐ No | BUYER consents to the appointment of a Designated Agent for a Seller in BUYER'S |
| 222 | | purchase of the Property. (In Kansas, Supervising Broker acts as a Transaction |
| 223 | | Broker) |

224 **9. EXPENSES FOR SERVICES PROVIDED BY THIRD PARTIES.** The BROKER will not acquire or request
225 products or services from third-party providers unless the BUYER gives written consent to cover the costs promptly
226 when payment is required. Examples of such third-party services include, but are not limited to, surveys, soil tests,
227 title reports, engineering evaluations, or inspections.
228

229 **10. CLARIFICATION OF THE BROKER'S POSITION.** Whenever initial contact is made, the BROKER will notify all
230 potential Sellers and their representatives involved in negotiations under this agreement that the BROKER is
231 representing the BUYER. The BUYER grants the BROKER permission to collaborate with other brokers and agents
232 and to receive a share of any compensation earned under this agreement.
233

234 **11. BUYER'S IDENTIFICATION.** Unless specifically requested in writing, the BROKER is authorized by the BUYER
235 to reveal the BUYER'S identity to third parties without needing prior written approval. The BUYER also agrees to
236 provide the BROKER with any necessary personal and financial details, upon request, to confirm the BUYER'S ability
237 to purchase the property mentioned above.
238

239 **12. ADDITIONAL PROSPECTIVE BUYERS.** The BUYER acknowledges that other prospective buyers may be
240 interested in, submit offers on, or purchase properties—either the same as or similar to those the BUYER is seeking—
241 through the BROKER. The BUYER agrees that the BROKER may represent these other buyers both during the term of
242 this agreement and after it ends. In such cases, the BROKER will not reveal the details of any buyer's offer to another
243 buyer.
244

244 **13. NO TRANSFER OF AGREEMENT RIGHTS.** The BUYER and BROKER acknowledge and agree that the
245 relationship established by this Agreement is personal in nature, and that neither party is permitted to transfer or assign
246 this Agreement to any third party.
247

248 **14. FRANCHISE DISCLOSURE.** *(check if applicable)* ☐ The BROKER is affiliated with a franchise, and under the
249 terms of that franchise agreement, the franchisor holds no legal responsibility for the BROKER's actions, even though
250 the BROKER may use the franchisor's branding or trademarks.
251

252 **15. EXPERT AND LEGAL COUNSEL.** The BROKER recommends that the BUYER consult with legal, tax, and
253 other professional advisors concerning any real estate transactions. The BROKER does not make any representations
254 or warranties regarding the suitability of any transaction. The BROKER is not a specialist in areas such as law, tax,
255 financing, surveying, structural or mechanical condition, hazardous materials, engineering, or other specialized fields.
256 The BUYER is strongly advised to seek expert assistance in these areas. While the BROKER will cooperate with any
257 experts hired by the BUYER, the BROKER will not be held liable for any issues related to these matters.
258

259 **16. ENTIRE AGREEMENT.** This Agency Agreement represents the complete understanding between the parties;
260 any previous agreements, whether spoken or written, are now incorporated into this Agreement. No changes to the
261 terms of this Agreement will be valid unless made in writing and signed by all involved parties.
262

264 **17. DIGITAL SECURITY.** As a BUYER participating in a real estate deal involving financial transactions, you could be
265 at risk of cybercrime. Always reach out to the closing agent directly before transferring any funds.
267

268 **18. ADDITIONAL TERMS AND CONDITIONS, IF ANY:** _____
269 _____
270 _____
271 _____
272 _____
273 _____

REVIEW THE TERMS BEFORE SIGNING. EFFECTIVE ONCE SIGNED BY ALL PARTIES, THIS DOCUMENT
BECOMES AN INTEGRAL PART OF A LEGALLY ENFORCEABLE AGREEMENT.
IF UNCLEAR, SEEK LEGAL ADVICE PRIOR TO SIGNING.

All parties agree that this transaction can be conducted by electronic means, including email, according to
the Uniform Electronic Transaction Act as adopted in Kansas and Missouri.

BROKERAGE		BUYER	DATE
BUYER'S AGENT	DATE	BUYER	DATE
		BUYER ADDRESS	
		BUYER CITY, STATE, ZIP	
		/	
		BUYER PHONE #	
		BUYER EMAIL	

Appointment of Designated Agent(s): The BROKER, or an authorized representative of the BROKER, hereby appoints:

_____ to act as a
Designated Agent(s) on BUYER'S behalf. The BUYER gives consent for the listed **Designated Agent(s)** to serve as the
BUYER'S representative (or as a Transaction Broker or Disclosed Dual Agent in Missouri, if the Designated Agent also
represents the Seller), contingent upon both the BUYER and Seller signing a Transaction Broker Addendum or Disclosed
Dual Agency Amendment (for **Missouri only**) with the BROKER. The BUYER must sign this document before submitting an
offer to purchase the property, and the Seller must sign it before executing the Contract..

BROKER'S Signature (required in Missouri)