

## Exclusive Buyer Brokerage Agreement

**1. PARTIES:** \_\_\_\_\_ (“Consumer”) gives  
\_\_\_\_\_ (“Broker”)

The exclusive right to assist in finding and negotiating the purchase or acquisition of suitable real estate as described below. The terms “acquire” or “acquisition” include any purchase, option, exchange, lease, or other transfer of ownership or equity interest in real property.

**2. TERM:** This Agreement begins on \_\_\_\_\_ and ends at 11:59 p.m. on \_\_\_\_\_ (“Termination Date”). If the Consumer enters into a contract to acquire a property before the Termination Date, this Agreement remains valid until that transaction closes or is otherwise terminated.

**3. PROPERTY:** Consumer is interested in acquiring real estate as follows (or as otherwise acceptable):

- (a) Type of property: \_\_\_\_\_
- (b) Location: \_\_\_\_\_

**4. BROKER’S RESPONSIBILITIES:**

(a) **Broker Services.** Broker will:

- use their professional skills and knowledge;
- discuss property needs and help Consumer locate and view potential properties;
- assist in negotiations and closing any resulting deal;
- cooperate with the property owner’s real estate representatives, if applicable.

(b) **Other Clients.** Consumer understands Broker may represent other buyers interested in the same or similar properties. If competing offers are submitted, Broker will inform Consumer that another offer exists but will not share specific details of the competing offer.

(c) **Compensation.** Broker may receive payment from property owners and/or their brokers, if disclosed to Consumer. Broker may also be paid by an owner or another real estate licensee in a transaction where Broker represents Consumer, unless prohibited by law.

(d) **Fair Housing.** Broker complies with the Fair Housing Act and will not engage in discrimination based on race, color, religion, sex, disability, family status, national origin, or any other category protected by law.

(e) **Service Providers.** Broker does not guarantee the quality of any third-party services or products recommended. Consumers may select any providers they choose.

**5. CONSUMER’S RESPONSIBILITIES:**

Consumer agrees to work with Broker to accomplish the purpose of this Agreement, including:

(a) Making reasonable efforts to search for property only through Broker and referring all property-related contacts and inquiries to Broker. If a Consumer deals with an owner, agent, or other source, they must notify them of this Agreement and refer them to Broker.

(b) Being truthful and open with Broker, including disclosing interest in properties and providing accurate financial information related to the ability to buy.

(c) Allowing Broker and related parties (lenders, closing agents, etc.) to access accurate information necessary to complete a transaction. Broker is authorized to run a credit check if needed.

(d) Protecting Broker from liability by agreeing to hold Broker harmless against losses, damages, expenses, or claims (including legal fees) resulting from Consumer’s negligence or failure to disclose important information.

(e) Not requesting or expecting restrictions on property based on race, color, religion, sex, disability, family status, national origin, or any other legally protected category.

(f) Following all applicable laws and paying for costs tied to property acquisition.

(g) Acting in good faith to follow through with the terms of any purchase contract or lease agreement and completing the transaction once agreed upon.

**6. RETAINER:** A non-refundable fee of \$\_\_\_\_\_ (“Retainer”) is due upon signing this Agreement for Broker’s services. This Retainer is separate from any additional compensation Broker may earn and is not considered a rental list fee as defined in Florida law (Section 475.453, Florida Statutes).

**7. COMPENSATION:** Broker earns compensation if, during this Agreement or any extension, Consumer (or anyone acting for Consumer) enters into a contract to acquire property as described here, or defaults on such a contract. Broker’s fee is for services provided to Consumer. If Broker also receives payment from a seller or the seller’s broker, that amount will be credited toward Consumer’s obligation.

- **(a) Purchase:** Broker will be paid either \_\_\_\_\_% of the purchase price, or \$, **plus \$** (choose one option). Payment is due no later than the closing date in the contract (though closing is not required for Broker to earn this fee).
- **(b) Lease:** Broker will be paid either \$\_\_\_\_\_, or % of \_\_\_\_\_ *month’s rent*, or \$\_\_\_\_\_ plus \_\_\_\_\_% of the total lease value (choose one option). Payment is due when the Consumer signs a lease. If the lease later includes a purchase option, the lease fee the Broker receives will be credited toward the purchase fee.
- **(c) Option:** Broker will be paid either \$\_\_\_\_\_ or \_\_\_\_\_% of the option amount (choose one). Payment is due when the Consumer signs the option agreement. If the option includes a lease, Broker is paid for both the lease and the option.
- **(d) Other Acquisitions:** If the property is acquired by another method (such as exchange), Broker will be compensated as if it were a purchase.
- **(e) Additional Fees:** \_\_\_\_\_

**8. PROTECTION PERIOD:** If Consumer signs a contract to buy property within \_\_\_\_\_ (default 30) days after this Agreement ends, Consumer must pay Broker if the property was shown or introduced to Consumer by Broker (or found during the term of this Agreement). This obligation ends if the Consumer signs a new exclusive buyer agreement with another broker after this Agreement ends.

**9. CONDITIONAL TERMINATION:** At Consumer’s request, Broker may agree to end this Agreement early. To do so, Consumer must sign a written release and pay a cancellation fee of \$\_\_\_\_\_. If the Consumer later buys property that was found or introduced during the original term (including any protection period), Broker may void the termination and collect the compensation owed, minus the cancellation fee already paid.

**10. DISPUTE RESOLUTION:** This Agreement will follow Florida law. Any disputes, claims, or disagreements between the parties will first be submitted to mediation under the American Arbitration Association (or another agreed mediator). If the dispute goes to court, the winning party is entitled to recover reasonable attorney’s fees and costs—unless both parties initial below, agreeing that disputes will instead be resolved through binding arbitration. Arbitration will take place in the county where the property is located, under Florida law and the rules of the American Arbitration Association (or another agreed arbitrator). Each party will pay its own legal costs and split the arbitrator’s fees equally.

\_\_\_\_\_ (()) and \_\_\_\_\_ (()) and Broker or Authorized Associate (()).

**11. ASSIGNMENT; PERSONS BOUND:** Broker may transfer this Agreement to another broker. This Agreement applies to and benefits both Broker’s and Consumer’s heirs, representatives, successors, and assigns.

## 12. BROKERAGE RELATIONSHIP

### NO BROKERAGE RELATIONSHIP NOTICE

Florida law requires that real estate licensees who do not have a brokerage relationship with a potential buyer or seller must disclose their duties to them.

As a licensee with no brokerage relationship to you, \_\_\_\_\_ and its associates owe you the following duties:

1. To act honestly and fairly;
2. To disclose any known facts that significantly affect the value of a residential property that are not easily visible or known to the buyer;
3. To properly account for all money or property entrusted to the licensee.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

13. OTHER TERMS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**14. ACKNOWLEDGMENT; MODIFICATIONS:** Consumer confirms they have read and understood this Agreement. This Agreement may only be changed with a written amendment signed by both parties. Electronic signatures are valid and binding. **Brokerage commissions are not set by law and can be fully negotiated. Broker cannot receive compensation from any source that is more than the amount or rate agreed upon with Consumer.** However, Consumer understands that Broker may be paid separately by the property owner for services provided to the owner. The consumer will not be responsible for that separate payment.

Date: \_\_\_\_\_ Consumer Name: \_\_\_\_\_  
Consumer Signature: \_\_\_\_\_  
Address: \_\_\_\_\_  
Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Date: \_\_\_\_\_ Consumer Name: \_\_\_\_\_  
Consumer Signature: \_\_\_\_\_  
Address: \_\_\_\_\_  
Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Date: \_\_\_\_\_ Authorized Associate or Broker: \_\_\_\_\_

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