Exclusive Buyer Representation Agreement

1. PARTIES: ____ ("Consumer") authorizes ____ ("Broker") with the exclusive right to represent and assist Consumer in finding and negotiating the purchase or acquisition of suitable real estate. The terms "acquire" or "acquisition" include purchase, option, trade, lease, or any other transfer of ownership or equity interest in real property.

2. TERM: This Agreement will begin on ___________________ ("Start Date") and will end at 11:59 p.m. on ___________________ ("End Date"). If the Consumer has entered into an agreement to acquire property that is still pending on the End Date, this Agreement will remain valid until that transaction either closes or is terminated.

3. PROPERTY: Consumer intends to acquire real estate as described below, or any other property acceptable to Consumer ("Property"):
(a) Type of property: ____
(b) Location: ____

4. BROKER'S RESPONSIBILITIES:
(a) **Broker Support.** Broker agrees to:
- apply Broker's professional expertise and skills;
- review Consumer's requirements and assist in identifying and showing suitable properties;
- help Consumer negotiate and complete any resulting purchase;
- cooperate with real estate agents representing the seller, if any, to finalize a transaction.

(b) **Other Clients.** Consumer understands Broker may represent other buyers interested in the same property. Broker will not share Consumer's confidential details with others, but may inform Consumer if competing offers exist (without disclosing the competing terms or conditions). Broker may represent multiple clients on the same property so long as the Consumer's confidentiality and loyalty are not compromised.

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

(d) **Service Providers.** Broker does not guarantee the condition of any property or the quality of third-party services. The consumer is free to choose any provider. Broker may receive compensation for referrals, services, or products connected to the Property.

5. CONSUMER'S RESPONSIBILITIES: Consumer agrees to work cooperatively with Broker to achieve the goals of this Agreement, including:
(a) **Property Inquiries.** Consumer agrees to direct all property-related inquiries to Broker and to inform Broker of any interest in properties. If Consumer communicates with another broker or is interested in a property through another source, Consumer must immediately notify Broker.

(b) **Exclusive Representation.** Consumer agrees to work solely with Broker for locating and negotiating real estate purchases and will not engage other agents or brokers during this representation.

(c) **Accurate Information.** Consumer agrees to provide truthful and complete information (such as financial or lender details) as needed for the acquisition. Consumer authorizes Broker to verify Consumer's ability to purchase, including conducting a credit check if necessary.

(d) **Indemnity.** Consumer will defend, indemnify, and hold Broker and Broker's associates harmless against any claims, losses, damages, costs, or legal fees incurred while acting on Consumer's behalf.

(e) **Fair Housing Compliance.** Consumer will not request or encourage Broker to discriminate against any individual in violation of federal, state, or local fair housing laws.

(f) **Good Faith Efforts.** Consumer agrees to make diligent and sincere efforts to purchase property.

(g) **Making Offers.** Consumer agrees to submit any offers to purchase or lease real property exclusively through Broker.

6. RETAINER: A non-refundable retainer of $__________ is due at the signing of this Agreement for Broker's services ("Retainer"). This fee is separate from any additional compensation the Broker may earn. The Retainer is specifically for Broker's availability and services and is not considered a payment for a rental listing service as defined under section 475.453, Florida Statutes.

7. COMPENSATION: Broker will earn compensation for services as described below if Consumer, or anyone acting on Consumer's behalf, enters into a contract to acquire real property covered by this Agreement, or if Consumer defaults on such a contract. If agreed, Broker's fee may be paid by the seller or property owner through services rendered to Consumer. Compensation will be as follows:
(a) ***% of the purchase price, or if agreed, $________***, *plus $_________* (choose one) of the total purchase price or other consideration for the acquired property. Payment is due no later than the closing date in the sales contract, though closing is not required for the Broker's fee to be earned.
(b) **Leases:** ***% (select one) of the total lease value, due when the Consumer signs a lease with the owner. In the case of a lease-purchase agreement, the leasing fee earned by Broker will be credited toward the purchase compensation.***
(c) Option: Broker will be paid $_______ or ___% of the option amount (choose one), payable at the time the option agreement is signed. If the option includes a lease with an option to purchase, Broker will be paid for both the lease and the option.
(d) **Other Acquisitions:** For any other type of acquisition, Broker will be paid as though the acquisition were a purchase or exchange.
(e) **Additional Fees:** ____

8. PROTECTION PERIOD: Consumer agrees to pay Broker's compensation if, within ________ days (default is 30 if blank) after the Termination Date, Consumer purchases or contracts to purchase property that was introduced to Consumer by Broker, another party, or discovered by Consumer during this Agreement. Consumer's obligation to pay this fee ends if Consumer signs a new exclusive buyer representation agreement in good faith with another broker after this Agreement ends.

9. CONDITIONAL TERMINATION: At Consumer's request, Broker may agree to end this Agreement before the Termination Date. Any such early termination must be in writing and requires payment of a cancellation fee of $__________. Broker may place this agreement in escrow until the agreed compensation listed in Paragraph 7 is paid. Conditional termination will extend to the original Termination Date plus the Protection Period, if applicable. Consumer will still owe Broker compensation for any property introduced before the conditional termination date by Broker or any other source.

10. DISPUTE RESOLUTION: This Agreement is governed by Florida law. Any disputes, claims, or disagreements arising from or relating to this Agreement will be resolved as follows:
(a) **Before closing,** any dispute will be submitted to mediation, conducted under the rules of the American Arbitration Association or another mutually agreed mediator. Each party is responsible for its own legal fees, costs, and expenses, while mediation fees and filing costs will be shared equally.
(b) **After closing,** any dispute will be resolved through binding arbitration under the rules of the American Arbitration Association. The arbitration award may be enforced in any court with jurisdiction. Each party will cover its own legal costs, fees, and expenses, and both parties will equally share the arbitrator's fees and administrative costs.

11. ASSIGNMENT; PERSONS BOUND: Broker may transfer this Agreement to another broker. This Agreement will be binding upon and benefit the heirs, successors, legal representatives, and assigns of both Broker and Consumer.

12. BROKERAGE RELATIONSHIP:

SINGLE AGENT NOTICE

Florida law requires that real estate agents working as single agents disclose their duties to buyers and sellers.

As a single agent, ____ and its associates owe you the following responsibilities:

1. To deal honestly and fairly;
2. To act with loyalty;
3. To maintain confidentiality;
4. To follow lawful instructions (obedience);
5. To provide full disclosure;
6. To properly account for all funds;
7. To use skill, care, and diligence in handling the transaction;
8. To present all offers and counteroffers promptly, unless the licensee has prior written instructions not to;
9. To disclose all known facts that materially affect the property's value, which are not easily visible.

Signature ________________________________ Date ____________________

Signature ________________________________ Date ____________________

13. OTHER TERMS: ____

14. ACKNOWLEDGMENT; MODIFICATIONS: Consumer acknowledges having read and understood this Agreement. Any changes must be made in writing and signed by both parties. Electronic signatures are valid and binding. **Brokerage commissions are not set by law and are open to negotiation. Broker cannot receive compensation from any source beyond the agreed-upon amount with Consumer. However, Consumer consents that Broker may accept additional payment from the property owner for services provided to the owner, and Consumer will not be responsible for that compensation.**

Date: _________________ Consumer Name: ___________________________
Consumer Signature: ________________________
Address: __________________________________
Zip: ________ Telephone: _________ Email: ___________________

Date: _________________ Consumer Name: ___________________________
Consumer Signature: ________________________
Address: __________________________________
Zip: ________ Telephone: _________ Email: ___________________

Date: _________________ Real Estate Associate: ___________________________
Real Estate Broker: ___________________________