# INDIANA BUYER AGENCY AGREEMENT

I. The Parties

This Buyer Agency Agreement ("Agreement") is made on ___________________, by and between:

Buyer: _________________________________ ("Buyer"), whose mailing address is _________________________________,

and

Agency: _________________________________ ("Broker") of _________________________________ ("Agency"),
whose mailing address is _________________________________.

Together, the Buyer and Agency are referred to as the "Parties."

If, for any reason, the Broker is unable to carry out their duties under this Agreement, the Agency may assign another of its licensed agents to act in the Broker's place for the remainder of the Listing Period. For purposes of this Agreement, any person or entity with whom the Buyer enters into a contract to purchase real estate will be referred to as a "Seller."

II. Services Provided

The Buyer agrees to hire the Agency under one of the following arrangements (check one):

☐ Exclusive Basis – The Buyer agrees to work exclusively with the Agency. The Buyer will only communicate with the Agency regarding efforts to locate and acquire real property that meets the Buyer's needs and preferences, whether through purchase, option, exchange, trade, or lease. Under this arrangement, the Commission described in Section IV will be due even if the Buyer purchases property on their own, without the Agency's involvement.

☐ Non-Exclusive Basis – The Buyer agrees to work with the Agency on a non-exclusive basis. The Buyer may work with other agents or acquire property independently. The Commission described in Section IV will only be due if the Buyer purchases property with the Agency's assistance during the Listing Period. If the Buyer acquires property without the Agency's involvement during this period, no Commission will be owed.

Agency Services – The Agency will provide services to support the Buyer's property search and purchase, which may include: identifying properties that fit the Buyer's budget and needs, sharing information on available listings, arranging showings or tours, assisting with offer and counteroffer negotiations, and guiding the Buyer through the transaction process, including addressing questions, concerns, and issues that arise with the Seller.

III. Period of Agreement

This Agreement will begin on ___________________ ("Effective Date") and end on ___________________ at 12:00 midnight ("Listing Period"), unless extended in writing.

(a) Listing Period Extension – The Commission will also be due if the Buyer acquires real property in accordance with Section II within ______ days after the Listing Period ("Extension Period").

After the Listing Period ends, the Broker or Agency will retain the right to negotiate with any party they have already been in discussions with—unless the Buyer has, in good faith, entered into an agreement with another real estate agency. For purposes of this section, “negotiation” includes requesting or providing information about a property, showing a property, or presenting an offer on a property. All rights under this section will end once the Extension Period expires.

IV. Compensation

If the Buyer purchases real property under Section II of this Agreement, the Buyer agrees to compensate the Agency under one of the following arrangements (select one):

1. Percentage-Based Commission

a) Listed Property – The Buyer will pay the Agency a commission equal to ______% of the purchase price.

b) Unlisted Property – The Buyer will pay the Agency a commission equal to ______% of the purchase price.

The term “Commission” refers to this percentage-based fee.

2. Flat Fee

a) Listed Property – The Buyer will pay the Agency a flat commission of $.

b) Unlisted Property – The Buyer will pay the Agency a flat commission of $.

This flat-fee commission is not tied to the purchase price of the property.

Retainer Fee

This Agreement will include one of the following (check one):

☐ No Retainer Fee – No upfront payment is required.

☐ Retainer Fee – The Buyer will pay a non-refundable retainer fee of $____________ for the Agency’s services under this Agreement. If a Commission is later earned, the Retainer Fee will be applied toward the total Commission amount due. The Commission is payable at closing. Real estate commission rates are not set by law; they are determined by each Broker individually and may be negotiated between the Buyer and Broker.

Leasing

If, during the Listing Period, the Agency locates a ready, willing, and able Landlord who agrees to lease property to the Buyer, the Agency will (check one):

☐ Earn Commission on Lease – Receive ______% of the total rent for the lease term as stated in the rental agreement. The lease term is the period between the start and end dates listed in the rental agreement, excluding any renewal terms. If the Buyer rents the property on a month-to-month basis, the Agency will receive an amount equal to one (1) month’s rent.

☐ No Commission on Lease – Not receive any commission unless otherwise agreed in writing. Any such written agreement will be attached to and made part of this Agreement.

V. Buyer’s Identity

The Buyer authorizes and instructs the Broker to: (check one)

☐ **Disclose Buyer’s Identity** – When presenting an offer, whether orally or in writing, the Broker will disclose the Buyer’s name and identity.

☐ **Keep Buyer’s Identity Confidential** – When presenting an offer, whether orally or in writing, the Broker will keep the Buyer’s identity confidential. The Buyer’s identity will remain private through the end of the Listing Period unless the Buyer gives written consent to disclose it. If the Broker releases the Buyer’s identity without permission during the Listing Period, the Buyer may seek monetary damages to the fullest extent allowed by law.

**VI. Agency Disclosure**
The Buyer understands and agrees that this Agreement creates a formal relationship between the Buyer and the Agency. The Agency's policy toward agents not affiliated with it includes cooperating with listing agents, sharing commissions with listing agents, and compensating other agencies that represent Sellers.

**VII. Compensation Disclosure**
The Broker will not accept any compensation for brokerage services beyond the amount or rate agreed to in this Agreement. The Buyer understands that broker fees and commissions are fully negotiable and not set by law.

**VIII. Buyer's Duties**
The Buyer agrees to work with the Agency as described in Section II of this Agreement and further agrees to:

a) **Provide Financial Documentation** – Supply all necessary financial documents to confirm the Buyer's ability to purchase property. This may include, but is not limited to: tax returns, pay stubs, bank statements, credit reports, pre-qualification or pre-approval letters, details on outstanding debts or liens, proof of ownership, and other information needed to verify the Buyer's purchasing capability.

b) **Coordinate with the Agency** – Contact the Agency before visiting open houses, reaching out to other agents, communicating directly with property owners, or making any inquiries that express interest in a property.

c) **Assume Responsibility for Verification** – Acknowledge that it is the Buyer's sole responsibility to verify all information provided by the Broker. The Buyer agrees to indemnify and hold the Broker harmless from any losses, expenses, attorney fees, damages, or claims related to this Agreement, including those arising from incomplete or inaccurate information provided to the Broker.

**IX. Disclaimer**
The Buyer understands that the Broker is not an expert in law, taxes, financing, surveying, engineering, architecture, property structure, environmental issues, or any other physical or non-physical condition of real estate. The Broker has recommended that the Buyer seek advice from qualified professionals for these matters. The Broker makes no guarantee regarding the services of such professionals, the property's condition, the absence of defects, or its suitability for the Buyer's intended use.

**X. Dispute Resolution**

In connection with the purchase of the real property, the Buyer and Broker agree that any dispute or controversy arising from or relating to this Agreement, the property covered by it, or any issue regarding its breach, termination, or validity, will be resolved through binding arbitration. This Agreement involves interstate commerce and will be governed by the laws of the United States of America. The contracts entered into by the Parties concerning the real property involve transactions affecting interstate commerce. The Parties agree that any dispute not barred by applicable statutes of limitations or otherwise prohibited by law will be submitted to binding arbitration under the provisions of 9 U.S.C. Section 1 et seq., and in accordance with the Commercial Rules of the American Arbitration Association in effect at the time, in the County where the property is located. The party initiating arbitration will be responsible for paying the required filing fees and any other prepaid arbitration costs. The arbitrator may assign these costs between the Parties as deemed appropriate in the Arbitration Award. The Parties agree that the arbitrator's decision will be final and binding, and judgment on the award may be entered in any court with proper jurisdiction. **THIS ARBITRATION IS THE EXCLUSIVE REMEDY FOR ANY CIVIL DISPUTE, AND REPLACES THE RIGHT TO FILE A LAWSUIT OR HAVE A TRIAL BY JURY.**

**XI. Fair Housing**
The Broker agrees to follow fair housing laws and show real properties to the Buyer without discrimination based on race, color, religion, age, disability, familial status, or national origin.

**XII. Other Clients**
The Buyer understands the Broker may represent other clients with similar needs and will not give preferential treatment to any client over the Buyer.

**XIII. Binding Effect**
This Agreement will be binding on the Buyer's heirs, successors, assigns, and beneficiaries.

**XIV. False Information**
The Buyer agrees to indemnify and hold the Agency harmless from all claims that result from false information provided by the Buyer. This includes reimbursing the Agency for any attorney fees related to such disputes.

**XV. Legal Signature**
This Agreement may be signed and delivered by fax, digitally, or through any legally recognized electronic signature method. Such signatures will be binding upon receipt by the other party.

**XVI. Governing Law**
This Agreement will be governed by the laws of the State of Indiana.

**XVII. Severability**
If any provision of this Agreement is found invalid or unenforceable, the remaining provisions will still apply. Any invalid section will be enforced to the extent allowed by law, and its effect will be limited so that it does not invalidate other parts of the Agreement.

**XVIII. Additional Terms and Conditions**

**XIX. Entire Agreement.** This Agreement constitutes the entire agreement between the Buyer and Broker and supersedes all prior discussions, negotiations, and agreements between the Buyer and Broker, whether oral or written. Any understanding, agreement, or promise shall bind neither Buyer nor Broker, expressed or implied, not specified herein.

This Agreement is intended to be the legal and binding agreement of the Buyer and Broker. The Parties acknowledge receipt of a signed copy of this Agreement.

Buyer's Signature: ___________________________ Date __________________
Print Name: _________________________________

Buyer's Signature: ___________________________ Date __________________
Print Name: _________________________________

Broker's Signature: __________________________ Date __________________
Print Name: _________________________________