

BUYER'S EXCLUSIVE AGENCY CONTRACT

1. **Effective Date** – This Contract is entered into and begins on _____, between _____ (“Broker”) and _____ (“Buyer”).
2. **Purpose** – The Buyer hires the Broker to exclusively assist in locating property described below—or any other property acceptable to the Buyer—and to negotiate terms and conditions acceptable to the Buyer for the purchase of that property.
3. **Contract Termination** – This Contract will automatically terminate at midnight on _____.

A. Broker's Duties

The Broker agrees to make diligent efforts to locate property acceptable to the Buyer, negotiate price, terms, and conditions acceptable to the Buyer, and act in the Buyer's best interest throughout the term of this Contract.

B. Property Description

(Include, but not limited to, location, price range, and other terms)

C. Broker's Compensation

1. **Retainer Fee** – The Buyer has paid the Broker a non-refundable retainer fee of \$ _____. This amount will be credited toward the total amount due at closing for any transaction completed under this agreement, including (but not limited to) a lease with option to purchase.
2. **Commission** – As payment for the services to be provided, the Buyer agrees to pay the Broker a commission of \$ _____ or **% of the total purchase price, whichever is greater, but no less than \$ _____**. If the seller pays a commission under a listing agreement and the Broker, with the Buyer's consent, receives any portion of that commission, it will be credited against the Buyer's obligation to the Broker. The Broker will use best efforts to have the seller or seller's agent satisfy the Buyer's obligation.

The commission is considered earned, due, and payable if:

- a) The Buyer, or any person acting for the Buyer, acquires any real property or interest described in this agreement during the term of the Contract, whether through the Broker's services or otherwise.
- b) The Buyer, or any person acting for the Buyer, acquires any real property or interest described in this agreement, which the Broker disclosed to the Buyer during the term of the Contract, or within _____ after the Contract ends.

3. **Other:** _____

Note: The Broker's commission for services, as to any broker, is solely a matter of negotiation.

(Property Address)

D. Agency Disclosures

1. **Office Policy** – The Buyer acknowledges receipt of a copy of the Broker's written office policy relating to agency representation.

2. Agency Relationships

According to I.C. 25-34.1-10-9.5, a Licensee is considered to have an agency relationship with—and to be representing—the individual they are working with unless:

1. There is a written agreement stating otherwise, or
2. The Licensee is only assisting the individual as a customer.

The Licensee (Broker) represents the Buyer's interests as the Buyer's agent in purchasing the Property. As such, the Licensee has duties of trust, loyalty, confidentiality, accounting, and disclosure toward the Buyer, but must still deal honestly with the Seller. All statements or commitments made by the Licensee are on behalf of the Buyer.

3. Limited Agency Authorization

The Licensee, or the principal or managing broker, may also act as the Seller's agent. If the Buyer requests to view a property listed by the Licensee or their principal/managing broker, the Licensee will then have agency duties to both Buyer and Seller, which may differ or even conflict. The Buyer knowingly agrees to allow the Licensee to act as a limited agent in these situations.

When acting as a limited agent, the Licensee may not disclose the following without written consent from both Buyer and Seller:

- (a) Any material or confidential details—except known adverse facts or risks—about the Property's condition that must be disclosed by law or regulation, but which could not be reasonably discovered by timely inspection.
- (b) That the Buyer is willing to pay more than the offered purchase price.
- (c) That the Seller is willing to accept less than the listed price.
- (d) Any other terms that would give one party a contractual advantage over the other.
- (e) The motivations behind a party's decision to buy or sell the Property.

In a limited agency, all parties agree there will be no sharing or imputation of knowledge or information between the parties and the limited agent or among Licensees.

The Buyer confirms that they have read and understand the Limited Agency Authorization. The Buyer knows they are not required to agree to limited agency but gives consent voluntarily and waives any claims, damages, losses, expenses, or attorney fees against the Licensee(s) arising from their role as a limited agent.

E. Consent to Represent Other Buyers

The Buyer understands and accepts that the Broker may represent other buyers who are interested in purchasing the same property the Buyer is considering. The Buyer waives any claims—such as breach of fiduciary duty or breach of contract—arising solely from the Broker's representation of other buyers, even if another buyer represented by the Broker ultimately purchases the property.

(Property Address)

F. Further Conditions:

G. Acknowledgements:

1. The Buyer has read and understands this Contract.
2. This Contract contains the complete agreement between the parties and may only be amended in writing, signed by all parties.
3. This Contract is binding on all parties and their heirs, administrators, executors, successors, and assigns.
4. The Buyer has been advised to seek professional guidance on legal, financing, property inspections, and/or tax matters.
5. The Buyer confirms they have received a signed copy of this Contract.
6. The Broker affirms they hold a valid Indiana Real Estate License.
7. The Buyer understands that if the Broker's commission is paid by a third party (such as the seller or a cooperating broker), this arrangement may place certain restrictions on the range of properties the Broker can present to the Buyer.
8. The Buyer agrees to receive communications from the Broker via telephone, U.S. mail, email, or fax using the contact details provided, unless the Buyer notifies the Broker in writing to opt out.
9. The Buyer acknowledges that the Broker is not obligated to disclose the racial, ethnic, or religious makeup of any neighborhood, community, or building, nor whether individuals with disabilities live in any home or facility, except where the Broker is identifying housing options that meet the needs of a disabled buyer.
10. Where the term "Broker" is used, it shall be interpreted to mean "Licensee" as defined in IC. 25-34.1-10-6.8.

This Agreement may be executed in multiple counterparts, each treated as an original, and together forming a single binding document. The parties agree that this Agreement may be sent and signed electronically or digitally, and such signatures will be considered as valid and binding as original handwritten signatures. Upon request, the original signed document will be promptly delivered.

SALESPERSON/AGENT	IN LICENSE #	BUYER'S SIGNATURE	DATE
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?? BROKER??OR??COMPANY??NAME	IN??LICENSE??25	PRINTED
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ACCEPTED??BY????PRINCIPALMANAGING??BROKER	BUYER'S??SIGNATURE	DATE
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