

WEST VIRGINIA EXCLUSIVE RIGHT TO REPRESENT BUYER AGREEMENT

This Agreement is made on _____ by and between _____ ["Buyer"] and designates _____ ["Broker"] as Buyer's exclusive Agent.

1. **TERM AND TERMINATION**. This Agreement commences when signed and, subject to the COMPENSATION paragraph, expires at 11:59 p.m. on _____ ("Expiration Date"). This Agreement will automatically extend until final disposition of Sales Contract ratified during Agreement term.

2. **BUYER'S REPRESENTATIONS**. Buyer represents to Broker that they are not currently under an Agreement with another Broker for buyer representation as outlined in Section 4 below. Buyer agrees not to enter into any such Agreement during the term of this Agreement.

3. **BUYER'S DUTIES**. The Buyer shall: (a) work exclusively with the Broker during the term of this Agreement; (b) pay the Broker, directly or indirectly, the compensation outlined below; (c) comply with the Broker's reasonable requests to provide any relevant financial or personal information necessary to fulfill the terms of this Agreement; (d) be available during the Broker's regular working hours to view properties;

4. **BROKER'S DUTIES**. Broker agrees to: (a) locate available properties for purchase that meet the Buyer's needs; (b) assist the Buyer throughout the property acquisition process; (c) represent the Buyer's interests in all negotiations related to the acquisition of real property; (d) disclose to the Buyer all material facts about the property or transaction of which the Broker has actual knowledge; (e) account for all money and property received in a timely manner that the Buyer has or may have an interest in; (f) **PURPOSE**. The Buyer is retaining the Broker to acquire the following type of property in West Virginia: _____.

5. **RETAINER FEE**. Broker acknowledges receipt of a retainer fee in the amount of \$ _____. The retainer fee is non-refundable and is earned when paid.

6. **COMPENSATION**. Broker's compensation is fully negotiable and is not fixed, controlled, recommended, or suggested by law or any MLS or association of REALTORS®. The Buyer is responsible for paying the Broker's Fee at settlement. If the Broker receives any compensation from the Seller or the Seller's representative for services covered by this Agreement, that amount will be credited toward the Buyer's obligation to pay the Broker's Fee. Any excess compensation may not be retained by the Broker. The Buyer's obligation to pay the Broker's Fee under this Agreement will survive the term of the Agreement.

The agent representing buyer is permitted to reach out to the buyer's lender and/or relevant financial institution.

Broker's Fee. For brokerage services rendered by Broker, Buyer agrees to pay Broker a fee ("Broker's Fee") equal to _____ % of the gross purchase price of the property acquired by Buyer OR the sum of \$ _____ dollars.

The Buyer also agrees to pay additional commission in the amount of \$ _____ at Settlement, regardless of any Seller payment of commission.

The Broker's Fee will be considered earned, due, and payable by the Buyer in any of the following situations:

- A. If, within _____ days after the expiration or early termination of this Agreement by the Buyer, the Buyer enters into a contract to purchase any real property, unless the Buyer has signed a new Buyer Broker Agreement with a different real estate broker, OR
- B. If the Buyer defaults on the terms of a binding contract to acquire real property that was entered into during the term of this Agreement.

Buyer: _____ / _____

7. **DISCLOSED DUAL REPRESENTATION.** The Buyer understands that, as part of standard business practices, the Broker may also represent Sellers of properties the Buyer is interested in. If the Buyer intends to purchase a property listed with the Broker, both the Buyer and the Seller will be equally represented under the disclosed dual agency relationship allowed by West Virginia law in this scenario. The necessary written consent from both parties will be obtained through the signing of the appropriate disclosure form at the time of making the contract offer.

Disclosed Dual Representation Dual representation happens when the same Broker, though not necessarily the same Sales Associate, represents both the Buyer and the Seller in a single transaction. When both parties agree to dual representation, the Broker and Sales Associate's ability to fully and exclusively represent either party may be restricted. However, the confidentiality of all clients will still be upheld.

Disclosed Dual Representation: The Buyer ☐ does **OR** ☐ does not agree to view or consider purchasing properties listed with the Broker through the Sales Associate.

8. **MISCELLANEOUS:** The Broker may represent other Buyers, and other potential Buyers may consider, make offers on, or purchase properties through the Broker. The Buyer agrees to the Broker's representation of other Buyers both during and after the term of this Agreement. Once the Broker receives a signed contract to purchase a property under this Buyer Agency Agreement, the Broker will have no further obligation to assist the Buyer in acquiring additional properties. The Buyer understands that the Seller or the Seller's representatives may not treat the details of the Buyer's offer as confidential. The Buyer acknowledges that the Broker is engaged solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector, or other service provider. The Buyer has been advised to seek professional counsel for any such matters.

9. **EQUAL OPPORTUNITY:** Properties will be shown and made available to the Buyer without discrimination based on race, color, religion, sex, disability, familial status, national origin, or any other protected class as defined by the laws of the United States, the State of West Virginia, and relevant local jurisdictions.

10. **IF THE BUYER DOES NOT FULLY UNDERSTAND ANY OF THE TERMS OF THIS AGREEMENT, THEY SHOULD CONSULT WITH LEGAL COUNSEL BEFORE SIGNING.**

Date: _____ Buyer Signature: _____

Date: _____ Buyer Signature: _____

Buyer's address: _____ Email: _____ Phone: _____

Brokerage address: _____ Phone: _____

Date: _____ Broker/Representative Signature: _____

Buyer Agent Name: _____