



# Exclusive Buyer Agency Agreement



THIS IS A LEGALLY - BINDING CONTRACT. IF NOT FULLY UNDERSTOOD,  
WE RECOMMEND CONSULTING AN ATTORNEY BEFORE SIGNING

1. **AGREEMENT**

The BUYER/PURCHASER \_\_\_\_\_ (hereinafter called the "CLIENT")  
retains and authorizes as Buyer's Broker (hereinafter called the "BROKER")  
\_\_\_\_\_ (firm) represented by \_\_\_\_\_ (agent)  
to locate and/or negotiate for the purchase of real property of the general nature shown below.

2. **AGREEMENT PERIOD**

This agreement begins upon signing and ends on \_\_\_\_\_ 20 \_\_\_\_ or upon closing of a property  
purchased under this agreement.

3. **BROKER'S OBLIGATIONS**

The BROKER will:

- (1) use diligence in locating a property on price and terms acceptable to the CLIENT;
- (2) use professional knowledge and skills to negotiate for CLIENT's purchase of the property;
- (3) assist CLIENT throughout the transaction and act in the CLIENT's best interest at all times; and
- (4) present the purchase offer to the Seller or the Seller's agent.

4. **CLIENT'S SPECIFICATIONS**

CLIENT desires to purchase, exchange or lease real property, located in the County(s) of \_\_\_\_\_  
\_\_\_\_\_ which may include items of personal property described as follows:

<input type="checkbox"/> Residential 1-4 Family	<input type="checkbox"/> Commercial	<input type="checkbox"/> Residential Investment
<input type="checkbox"/> Industrial	<input type="checkbox"/> Vacant Land	<input type="checkbox"/> Other _____

or any other property that buyer may agree to.

5. **CLIENT'S OBLIGATIONS:**

The CLIENT will:

- (1) work exclusively with Agent for the purchase, exchange and/or lease of a property;
- (2) furnish Agent with relevant personal and financial information to facilitate CLIENT'S ability to purchase property;
- (3) IN ALL COMMUNICATIONS WITH OTHER REAL ESTATE AGENTS, NOTIFY THE AGENTS THAT CLIENT  
HAS ENTERED INTO THIS BUYER AGENCY CONTRACT WITH AGENT;
- (4) disclose to Agent all properties in which CLIENT is either negotiating to purchase, exchange and/or lease or has a  
present interest in purchasing. Those properties are listed as follows:

6. **COMPENSATION**

The CLIENT agrees to compensate the BROKER if the CLIENT, or any other person acting on the CLIENT'S behalf, buys,  
exchanges for, or obtains an option on any real property. The amount of compensation shall be:

- (1) if the property is listed with a real estate company, BROKER will accept a fee equal to the fee being offered to  
cooperating agents; but in any event not less than \_\_\_\_\_ % of the purchase price of the property, or a flat fee of  
\$ \_\_\_\_\_

If such fee, or any portion thereof, is paid by the Seller or the Seller's agent as a convenience of the transaction, then  
CLIENT will be credited by BROKER for the amount so paid.

- (2) If the property is not listed with a real estate company or licensee, a fee of \_\_\_\_\_ % of the purchase price, or a flat  
fee of \$ \_\_\_\_\_ will be paid.

If such fee, or any portion thereof, is paid by the Seller as a convenience of the transaction, then CLIENT will be credited by  
BROKER for the amount so paid.

- (3) Other Compensation Agreement: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*NOTE: If the CLIENT within \_\_\_\_\_ months of the termination of this Agreement, without the services of a  
licensed agent, purchases real property shown to the CLIENT by the BROKER during the term of this Agreement  
compensation as set forth in this Agreement shall apply and a fee as set forth in this agreement shall be due the BROKER.

7. **PROFESSIONAL COUNSEL**

CLIENT understands that a real estate broker is qualified to advise on matters concerning real estate, but is not expert in matters of law, tax, financing, surveying, structural conditions, hazardous materials, mold, radon, or engineering. CLIENT acknowledges he has been advised by Agent to seek expert assistance for advice on such matters. In the event Agent provides names or sources for such advice or assistance, CLIENT understands and acknowledges that Agent does not warrant the services of such experts or their products and cannot warrant the condition of property to be acquired, or guarantee that all property defects are disclosed by the seller. Agent does not investigate the status of permits, zoning, location of property lines, and/or code compliance and Agent does not guarantee the accuracy of square footage of a structure; CLIENT is to satisfy himself concerning these issues.

8. **NONDISCRIMINATION**

BROKER and CLIENT agree that all actions carried out under this Agreement shall be in full compliance with local, state and federal fair housing laws against discrimination on the basis of race, creed, color, religion, national origin, sex, familial status, age or disabilities.

9. **OTHER POTENTIAL CLIENTS**

CLIENT understands that other potential clients have entered or may enter into similar agency contracts with BROKER which may involve the purchase or lease, through BROKER, of the same or similar property or properties as CLIENT is attempting to purchase or lease. CLIENT consents to BROKER'S representation of such other clients.

10. **PROPERTY LISTED WITH BROKER**

If CLIENT becomes interested in acquiring any property for which BROKER has a listing contract, CLIENT may:

- (1) with knowledge and informed consent in writing of both CLIENT and Seller, CLIENT may agree to dual agency and/or designated agency; or
- (2) elect customer status as to the property for which there is a conflict; or
- (3) terminate this contract as to the property for which there is a conflict.

11. **ENTIRE AGREEMENT**

This Contract constitutes the complete agreement between BROKER and CLIENT relating to the exclusive agency of BROKER for CLIENT. No modification of any of the terms of this Contract shall be valid or binding unless such modification is in writing and signed by CLIENT and BROKER.

**ACCEPTANCE**

By signing this Contract, each party agrees to be bound by all of its terms, and each party further acknowledges receipt of a fully signed duplicate original of this Contract. (Please sign each copy separately.)

<hr style="border: 0.5px solid black;"/> <p>CLIENT</p>	<hr style="border: 0.5px solid black;"/> <p>BROKER</p>
<hr style="border: 0.5px solid black;"/> <p>CLIENT</p>	<p>BY <hr style="border: 0.5px solid black;"/></p> <p>Agent</p>