

BUYER REPRESENTATION AGREEMENT

(Exclusive Right To Buy)

The undersigned _____ (CLIENT) hereby employs the company _____ (BROKER) as Client's exclusive agent to locate property(ies) for Client's purchase, lease, exchange or option (collectively "purchase") during the term of this agreement, and to advocate the Client's interests in the negotiations of terms and conditions of any such purchase. This agreement begins on this date _____ and terminates at midnight of _____ or at closing of any purchase under this agreement, if such occurs earlier.

TYPE OF PROPERTY SOUGHT BY CLIENT:

GENERAL DESCRIPTION:

SIZE:

LOCATION:

PRICE RANGE & TERMS:

BROKER AGREES:

- (1) to use all diligence in locating property(ies) which meets Client's requirements and approval;
- (2) to act on behalf of Client in any negotiations for the purchase of property(ies) acceptable to Client;
- (3) to use professional knowledge and skills in assisting the Client throughout the transaction; and
- (4) to exercise all duties to the Buyer as set forth in the initial agency disclosure, including the duties common to all consumers as well as those duties reserved for agent-client relationships.

CLIENT AGREES:

- (1) to furnish Broker on a timely basis with any necessary personal and/or financial information to assist Broker in locating the desired property(ies) and to ensure Client's ability to purchase;
- (2) to authorize Broker to negotiate for a fee paid by the Seller and/or the Seller's agent, the payment of which will be fully disclosed to Client. If a fee is not offered or paid to Broker, as could occur, for example, in the purchase of an unlisted property, Client agrees to pay Broker _____. Broker's fee is earned at the signing by both parties of an agreement to purchase any property(ies) as described above and is due at the closing of any such transaction. In the event that Buyer defaults on performance of a valid contract for sale, lease, exchange or option, Broker's fee will be due on the date of default. NOTICE: Real estate fees are not fixed by law. They are set by each broker individually and are negotiable between Client and Broker. The payment of any fee by Seller will not make Broker either the Agent or Subagent of the Seller.

PROPERTIES SPECIFICALLY EXEMPTED FROM THIS AGREEMENT:

Information Which The Buyer Authorizes Broker To Disclose Which Might Otherwise Be Confidential:

OTHER TERMS/CONDITIONS:

CLIENT AUTHORIZATION FOR CHANGES IN AGENCY STATUS:

In the event a change in Broker's agency status is needed or necessary to protect Client's interests in a transaction [BUYER SHOULD INITIAL HIS/HER AGREEMENT WITH EACH PROVISION BELOW]:

_____ Client hereby authorizes managing broker to appoint _____ as Designated Agent for the Buyer, to the exclusion of any other Licensees associated with Broker. A Designated Agent for the Buyer can and will continue to advocate Buyer's interests in a transaction even if a Designated Agent for the Seller (other than the Licensee below) is also associated with Broker.

_____ Client hereby authorizes the managing broker, if necessary, to appoint a Licensee, other than the Licensee named below, as Designated Agent for the Buyer, to the exclusion of any other Licensees associated with Broker.

_____ Client hereby authorizes Broker to default to Facilitator status (representing the interests of neither the Buyer nor the Seller) in any property showing, negotiations, or transaction, in which the Broker may also have a representation agreement with the Seller. As a Facilitator, Broker and Broker's associated salespersons can assist the parties and provide information in subsequent negotiations in that transaction.

_____ Client hereby authorizes Broker to serve as his/her Dual Agent (representing the interests of both the Seller and Buyer) in showings, negotiations, or transactions involving the property.

If a change in agency status occurs, Client will be immediately notified of such a change.

EXPERT ASSISTANCE: While Broker has considerable general knowledge of the real estate industry and real estate practices, Broker is not expert in matters of law, taxation, financing, surveying, structural conditions, hazardous materials, engineering, etc. Client acknowledges Broker's advice to seek professional assistance and advice as needed in these and other areas of professional expertise. If Broker provides names or sources for such advice or assistance, Broker does not warrant or guarantee the services and/or products obtained by Client.

AGREED AND WITNESSED ON : _____ **BY: BROKER:** _____

CLIENT: _____ BY: _____
(Broker or Broker's Associated Salesperson)

CLIENT: _____

PRINT/TYPE NAME: _____ PRINT/TYPE NAME: _____

Phone(H): _____ Phone(W): _____

Phone(H): _____ Phone(W): _____