



Buyer's Agency Agreement

Date: _____ **Expiration Date:** _____

Buyer(s): _____

Firm: _____

Excluded properties or geographic limitations: _____

- 1. Agency Agreement.** Buyer retains Broker and Firm to act as Buyer's Broker in the purchase of real property. Broker agrees to represent Buyer in accordance with the duties of a buyer's Broker set forth in "The Law of Real Estate BROKER" pamphlet, which Buyer has received. Any additional duties must be agreed to in writing.
- 2. Exclusive Agency.** Buyer retains Broker with respect to all properties except excluded properties identified in writing at the time the Agreement is signed. Buyer agrees to use Broker's services, during the term of this Agreement, Buyer purchases any real property not excluded above. Broker shall be paid the Minimum Commission as set forth in paragraph 3.
- 3. Minimum Commission.** Firm is ordinarily paid a commission by the Seller. In some cases, Sellers offer no commission or an inadequate commission. For purposes of this Agreement, the "Minimum Commission" shall be 3% of the sale price.

Buyer Contribution. If Buyer wishes to purchase a property for which the offered commission is less than the Minimum Commission, then Buyer authorizes Broker to negotiate with the Seller and agrees to pay the balance of the Minimum Commission at the closing, Buyer agrees that Broker and Firm may be compensated by Buyer and Seller.

4. Termination. Buyer, Broker, or Firm may terminate the Agreement at any time by giving written notice. If Firm or Broker terminates this Agreement, Buyer shall be released from any other further obligations. If Buyer terminates this Agreement or it expires, then Buyer shall be released from all obligations, except that if Buyer purchases a property within 90 days after termination or expiration, and Broker provided real estate brokerage services for that property during the term of this Agreement, then Buyer agrees to either: (1) to use Broker's services in connection with that purchase in accordance with the provisions of paragraph 2, or (2) to pay Firm the commission that would have been received in connection with the transaction, even if a commission is also paid to another Firm. Buyer agrees not to terminate this Agreement to prevent Firm from receiving a commission.

5. Agency Disclosures.

Dual Agency. If Buyer is interested in a property listed by Broker, Buyer authorizes Broker to act as a dual Broker in accordance with the Law of Real Estate Agency. If Buyer purchases a property listed with another real estate licensee associated with Firm, Buyer agrees that the listing Broker will represent the seller, Buyer's Broker will represent Buyer and Firm will be a dual Broker in accordance with the Law of Real Estate Agency. If Broker is a dual Broker, Buyer agrees that Broker may write and present additional offers to purchase the property as the Seller's Broker.



Competing Buyers. Buyer acknowledges and agrees that Broker may represent other buyers interested in the same properties. After any buyer represented by Broker signs an offer to purchase a particular property, Broker may inform other buyers about the property, but will not represent any competing buyer with respect to that property during the term of that transaction. If any buyer represented by Broker expresses an interest in such a property, that buyer may be referred to another licensee (including licensees affiliated with Firm) for assistance on that property only. Buyer agrees that Broker may receive compensation for the referral and agrees that such compensation for the referral would not be adverse or detrimental to Buyer’s interest in the transaction or create a conflict of interest.

6. Attorney Fees. In the event of a fee dispute with the Firm, the prevailing party shall be entitled to reasonable attorney’s fees, court costs, and expenses in connection with the fee dispute.

Firm Agrees To:
Fully communicate the entire process to educate the Buyer
Actively seek all potential properties by previewing and reviewing pertinent information and delivering to Buyer in preferred method of communication
Professionally interact with fellow Firms
Negotiate the best price and best terms with Buyer consent

Buyer Agrees To:
Communicate preferred method of communication
Communicate needs/ wants
Provide pre-approval letter and/or proof of funds
Be forthcoming about any needs not being met
Deliver information in a timely manner

Buyer _____ Date _____
Address _____
Phone Number _____
E-Mail _____

Buyer _____ Date _____
Address _____
Phone Number _____
E-Mail _____

Broker _____ Date _____
Address _____
Phone Number _____
Mail _____