

BUYER REPRESENTATION AGREEMENT
(Exclusive Right To Buy)

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

7 **GEOGRAPHICAL AREA:** This agreement is limited by the Buyer to the following areas:
8 _____

9 **BROKER AGREES:**

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

15 **CLIENT AGREES:**

- 16 (1) to furnish Selling Broker on a timely basis with any necessary personal and/or financial information to assist Selling Broker in
17 locating the desired property(ies) and to ensure Client's ability to purchase;
- 18 (2) to authorize Selling Broker to negotiate for a fee paid by the Seller and/or the Listing Broker, the payment of which will be
19 fully disclosed to Client. If a fee is not offered or paid to Listing Broker, as could occur, for example, in the purchase of an
20 unlisted property, Client agrees to pay Selling Broker \$ _____. Selling Broker's fee is earned at the
21 signing by both parties of an agreement to purchase any property(ies) as described above and is due at the closing of any such
22 transaction. In the event that Buyer defaults on performance of a valid contract for sale, lease, exchange or option, Selling
23 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
24 individually and are negotiable between Client and Broker. The payment of any fee by Seller will not make Selling Broker the
25 agent of the Seller.
26 The obligation of Buyer to pay a fee to Selling Broker under this agreement shall survive the terms of this agreement and for a
27 period of _____ days following the termination of this agreement as to any sale, conveyance or other transfer of interest to
28 buyer by Selling Broker during the term of this agreement.
- 29 (3) to permit Selling Broker to reassign you to another agent within the firm for representation should you and the Selling Broker
30 mutually agree that reassignment is best.

31 **PROPERTIES SPECIFICALLY EXEMPTED FROM THIS AGREEMENT:**
32 _____
33 _____

32 **OTHER TERMS/CONDITIONS:**

33 Client is advised of the possibility that Seller or Sellers' representatives may not treat the existence, terms and conditions of offers
34 as confidential unless confidentiality is required by law, regulation, or by a confidentiality agreement between the parties.



Phone:

Fax:

35 **CLIENT AUTHORIZATION FOR CHANGES IN AGENCY STATUS:** Client understands that Broker represents sellers in
36 addition to buyers. Further, Client agrees that Broker may represent both Buyer and Seller in the purchase and sale of property and that
37 Broker can be, with consent of both parties, the agent of both the Buyer and Seller. In that event, Client confirms this consent to
38 possible dual representation.

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

44 **TERMINATION:** Buyer may terminate this agreement upon fifteen (15) calendar days written notice to the buyer's exclusive agent.

45 Agreed to this _____ day of _____, _____

46 BROKER: _____

CLIENT: _____

47 BY: _____
48 (Broker or Broker's Associated Salesperson)

CLIENT: _____

49 PRINT/TYPE NAME:
50 _____

PRINT/TYPE NAME:

51 Phone(W): _____

Phone(W): _____

52 Phone(H): _____

Phone(H): _____

NOTE: This form is provided by MAR to its members for their use in real estate transactions and is to be used as is. By using this form, you agree and covenant not to alter, amend, or edit said form or its content, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. These forms are provided with the understanding that the publisher does not engage in rendering legal, accounting, or other professional services.

