



EXCLUSIVE BUYER AGENCY AGREEMENT

Buyer retains Broker, as Buyer’s exclusive agent, to locate property of the type described below and to negotiate terms and conditions for its purchase acceptable to Buyer, for a period commencing on _____, and terminating at midnight on _____ (the “Agency Period”).

General Description: _____

Size: _____

Location: _____

Price range and additional terms: _____

1. Broker’s Obligations. Broker agrees to use due diligence and professional knowledge to assist buyer in purchasing a property.

2. Retainer Period. Broker with respect to all inquiries, showings, proposals and offers related to Buyer’s acquisition of any property, shall use knowledge and skill in locating property and in meeting Buyer’s criteria and shall act solely for Buyer’s interest in negotiating the terms and conditions for the purchase of the property. Any offers made by Buyer during the Agency Period shall be made through Broker. It is therefore understood that a commission specified below will be due to Broker if Buyer executes an offer directly to seller or through any other Broker during the Agency Period. In addition, any offers made by Buyer within 180 days after the expiration of the Agency Period (the “Terminal Period”), with respect to either properties which Broker brought to Buyer’s attention during the Agency Period, or which Buyer has had negotiations during the Agency period shall be made through the Broker, unless Buyer is then represented by another broker. Agent shall use knowledge and skill in locating property meeting Buyer’s criteria and shall act solely for Buyer’s interest in negotiating the terms and conditions for the purchase of the property.

3. Buyer’s Obligations. During the Agency Period, Buyer will deal exclusively with the agent and any offer which Buyer is required to make through Broker is accepted by the seller, Broker shall be entitled to the fee specified below. THIS AGREEMENT DOES NOT OBLIGATE BUYER TO MAKE AN OFFER TO BUY ANY PROPERTY.

4. Brokerage Fee. In any transaction in which Broker is entitled to a fee set forth in Paragraph 3, Broker’s fee will be in the amount of 3% of the purchase price of property

unless otherwise agreed to in writing. Broker will attempt to negotiate for the payment of this fee by the seller or through a commission-sharing agreement with the seller's broker and Buyer agrees to cooperate with broker to secure this payment from the seller. The parties recognize that the payment of Broker's fee by the seller is for economic adjustment purposes only, and should not be construed to mean that Broker is an agent of the seller. If the seller refuses to pay Broker's fee, or any part of Broker's fee, Buyer agrees to pay Broker the balance of the fee from the Buyer's own funds.

5. Civil Rights. The parties agree to abide by civil rights laws not to discriminate because of race, color, religion, sex, handicap, familial status, national origin or ancestry.

6. Agency Disclosure. Buyer acknowledges the requirement to sign an Agency Disclosure Statement to purchase real estate.

7. Buyer's Acknowledgment. Buyer acknowledges that he has read this contract and the information contained herein is true and accurate to the best of his knowledge and that he received a copy of this contract in its completed form on _____, 20 ____ .

8. Termination Fee. Should this Agreement terminate without Buyer becoming obligated to pay Broker a brokerage fee, Buyer agrees to pay Broker the sum of \$ 0.

Broker - print

Accepted Date

Agent - print

Buyer - print

Signature Date

Signature Date

Address

