

# EXCLUSIVE AGREEMENT TO REPRESENT BUYERS - RESIDENTIAL

(This is a legally binding contract. If you do not understand it, seek legal advice.)

As a buyer's agent, Broker will assist Buyer under the following terms:

1. Buyer gives Broker the exclusive right to locate and/or assist in negotiations for the purchase, exchange, or option to purchase property at a price and with terms acceptable to Buyer. Broker shall search Multiple Listing Services of which Broker is a member.

2. Buyer agrees to compensate Buyer's Broker at closing or as otherwise agreed upon. THE AMOUNT OF COMPENSATION SHALL BE \$ \_\_\_\_\_ OR \_\_\_\_\_ percent of the selling price plus appropriate sales/service tax, which may be satisfied in whole or in part by payments from a co-operating broker or seller. On properties not listed by a real estate broker, including new construction, or if no compensation is offered by a Broker for property purchased by Buyer, then Buyer shall compensate Buyer's agent as stated above. The payment of any brokerage by the Seller or a Seller's Agent will not make the Buyer's Agent either the agent or subagent of the Seller.

3. Broker will represent Buyer as outlined in Article II of the attached Agency Agreement Addendum when showing Buyer another firm's listings. Broker will act, with Buyer's consent, as outlined in Article III when showing Brokers listings to Buyer.

4. Buyer acknowledges and consents that Broker may represent other prospective buyers who may be interested in acquiring the same property or properties that undersigned Buyer is interested in acquiring.

**5. BUYERS OBLIGATION: Buyer will:**

A: Work exclusively with Broker for the purchase of property. Buyer represents to Broker that it has employed no other Broker to assist in acquiring an interest in property that is within the scope of this agency.

B: Provide Broker with accurate and relevant personal financial information to determine buyer's ability to purchase property.

C: Compensate Broker as outlined in Paragraph two (2) if Buyer purchases a property or defaults on an agreement to Purchase during the period of this contract.

D: Compensate Broker as outlined in paragraph two (2) if Buyer purchases a property within \_\_\_\_\_ days after the end of this Agreement which Broker has shown to Buyer during the term of this agreement unless Buyer enters into an Exclusive Agreement with another Broker.

**6. Description of Property desired:**

A: Type of property: \_\_\_\_\_

B: General location: \_\_\_\_\_

C: Price range: \_\_\_\_\_

**7. Additional Provisions:** \_\_\_\_\_

8. This agreement shall begin upon signing, and ends on \_\_\_\_\_ or closing of the property.

Buyer: (Print) \_\_\_\_\_ Home Phone: \_\_\_\_\_

Buyer: (Print) \_\_\_\_\_ Office Phone: \_\_\_\_\_

Buyer's Address \_\_\_\_\_  
Street City State Zip

Receipt of copy acknowledged: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Buyer Date Buyer Date

Firm: \_\_\_\_\_ Agent: \_\_\_\_\_ Broker: \_\_\_\_\_

This agreement is extended to: \_\_\_\_\_

Broker: \_\_\_\_\_ by Agent \_\_\_\_\_

Receipt of copy acknowledged: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Buyer Date Buyer Date