

SAMPLE BUYER-BROKER EXCLUSIVE REPRESENTATION AGREEMENT

Required Notice: Real estate commissions are not set by law. They are subject to negotiation
between buyers and brokers.

SECTION 1: PARTIES, PROPERTY, LENGTH, EXCLUSIVITY, CANCELLATION

A. PARTIES

The parties to this agreement are: _____ (Buyer) and
_____ (Broker). Broker will perform services under this
agreement through _____ (name of agent).

B. BUYER'S PROPERTY CRITERIA

Buyer would like to purchase property in or around _____ in
accordance with the following criteria:

C. LENGTH OF AGREEMENT

This agreement begins on the date it is signed and ends on _____ (no
longer than 90 days). If Buyer signs a contract to purchase property during this time, this
agreement will automatically extend until the transaction closes or fails to close.

D. BUYER AGREES TO EXCLUSIVE RELATIONSHIP

Buyer agrees to work exclusively with Broker to purchase the property described in this
agreement. Buyer has not signed any agreements with any other broker concerning this
property.

E. BUYER OR BROKER MAY CANCEL THIS AGREEMENT

Buyer or Broker may cancel this agreement at any time, unless Buyer has signed a contract
to purchase property. The party wishing to cancel must let the other party know of the
cancellation in writing.

SECTION 2: BUYER'S AGREEMENT TO PAY BROKER

A. BUYER AGREES TO PAY BROKER COMMISSION: GENERALLY

Buyer agrees to pay Broker either _____% of the purchase price **OR** a flat fee of \$ _____
if Buyer purchases property covered by this agreement during its term.

FOR EXAMPLE: The average home price in the United States is \$400,000.

3% of \$400,000 is \$12,000

2% of \$400,000 is \$8,000

1% of \$400,000 is \$4,000

B. BUYER MAY OWE COMMISSION AFTER CONTRACT EXPIRES OR IS CANCELLED

1. If this agreement expires or is cancelled, Broker will provide Buyer with a list of
properties for which Broker provided brokerage services.

a) What Broker May Put on the List: Broker will only put properties on this list where Broker's services were more than minimal. For example, Broker will not put a property on the list if Broker's only service was locating and presenting the listing to the Buyer to consider.

b) When Broker Must Provide the List: Broker will provide this list to Buyer within three days of this agreement expiring or being cancelled.

2. If Buyer enters into an agreement to purchase one of these properties within ___ days (no longer than 90 days) of this agreement expiring or being cancelled, Buyer will pay Broker the agreed-upon commission when the transaction closes.

C. BUYER OWES COMMISSION ONLY UPON CLOSING

Buyer owes Broker commission only when Buyer successfully closes on a contract to purchase property.

D. BROKER WILL NOT RECEIVE ADDITIONAL COMPENSATION

Broker will not receive additional compensation from any source that exceeds the amount specified in this agreement. Broker will not modify this agreement to increase Broker's compensation or sign a superseding agreement with Buyer for a higher amount of compensation.

E. SELLER OR SELLER'S BROKER MAY CONTRIBUTE TO BROKER'S COMMISSION

1. A seller or a seller's broker may offer to cover the cost of Broker's commission, in whole or in part.

a) Seller Contribution Less Than Commission: If the seller or seller's broker's contribution is less than the commission Buyer has agreed to pay, Buyer will owe Broker the difference. For example, if Buyer has agreed to pay Broker 3% and the seller offers to contribute only 2%, Buyer must pay Broker the remaining 1%.

b) Seller Contribution More Than Commission: If the seller or seller's broker's contribution is more than the amount Buyer agreed to pay Broker, Broker will negotiate for Buyer to receive the excess.

F. BUYER MAY REQUEST CONCESSIONS TO HELP PAY BROKER'S COMMISSION

If the seller or seller's broker does not offer to compensate Buyer's Broker, Buyer may ask the seller for a concession in an offer to purchase property. Buyer may use a concession for any allowable purpose, including to compensate Buyer's Broker.

SECTION 3: BROKER'S DUTIES AND DISCLOSURES

A. BROKER OWES A DUTY OF PROFESSIONALISM

Broker will use professional knowledge, judgment, and skill to assist Buyer with all aspects of the home buying process. For example, Broker will:

- Deal honestly and fairly
- Account for all funds
- Use skill, care, and diligence in the transaction
- Disclose all known facts that materially affect the value of the property, and
- Present all offers and counteroffers in a timely manner.

B. BROKER WILL SHOW BUYER ALL RELEVANT PROPERTIES

Broker will show Buyer all properties that fit Buyer’s criteria regardless of whether the seller or the seller’s broker is offering to compensate Broker.

C. BROKER REPRESENTS OTHER POTENTIAL BUYERS

Broker represents other potential buyers who may be interested in the same property as Buyer. Broker will not share Buyer’s confidential information, including the terms of Buyer’s offers, with these other buyers.

D. BROKER WILL DISCLOSE COMPENSATION RECEIVED FROM THIRD PARTIES

Broker may recommend third-party services to Buyer (e.g., the services of mortgage brokers, contractors, inspectors, etc.). If Broker receives a fee or any compensation for the referral, Broker will let the Buyer know in writing when the referral is made.

E. BUYER MUST CONSENT TO DUAL OR DESIGNATED AGENCY [Dual agency is prohibited in some states*]**

The potential for dual agency arises if Buyer becomes interested in purchasing property listed by Broker. Broker may represent a buyer and a seller in the same transaction only if both parties consent in writing.

If Buyer wants to put an offer on a property listed by Broker but does not consent to dual agency or designated agency (where a different agent from the same brokerage is assigned to represent the buyer), Buyer will be released from this agreement for that particular transaction. This agreement remains in effect for properties where Broker is not the listing agent.

SECTION 4: SIGNATURES & CONTACT INFORMATION

By signing, Buyer confirms that Buyer understands and agrees to the terms of this agreement:

Buyer Name(s)	Signature(s)	Date
---------------	--------------	------

Broker Name	Signature	Date
-------------	-----------	------

<p style="text-align: center;">BUYER CONTACT INFORMATION</p> <p>Address:</p> <p>Phone:</p> <p>Email:</p> <p>Other:</p>
--

<p style="text-align: center;">BROKER CONTACT INFORMATION</p> <p>Address:</p> <p>Phone:</p> <p>Email:</p> <p>License #:</p>
