

BUYER REPRESENTATION AGREEMENT

1. Parties: The parties to this agreement and the parties' contact information are as follows:

Client: _____	Broker: _____
Address: _____	Address: _____
City, State, Zip: _____	City, State, Zip: _____
_____	_____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
E-Mail: _____	E-Mail: _____

2. Appointment: Client grants to Broker the exclusive right to act as Client's real estate agent for the purpose of acquiring property in the _____ market area.

3. Definitions:

- A. "Acquire" means to purchase.
- B. "Closing" in a sale transaction means the date legal title to a property is conveyed to a purchaser of property under a contract to buy.

4. Term: This agreement commences on _____.

5. Client's Obligations: Client will:

- A. Work exclusively through Broker in acquiring property in the market area and negotiate the acquisition of property in the market area only through Broker.
- B. Inform other Brokers, salespersons, sellers, and landlords with whom Client may have contact that Broker exclusively represents Client for the purpose of acquiring property in the market area and refer all such persons to Broker; and
- C. comply with other provisions of this agreement.

6. Brokers Obligations: Broker will:

- A. use Broker's best efforts to assist Client in acquiring property in the marker area;
- B. assist Client in negotiating the acquisition of property in the marker area; and
- C. comply with other provisions of this agreement.

7. Agency Relationships: Broker will exclusively represent Client in all transactions contemplated by this agreement except for the acquisition of property listed by Broker. For properties listed by Broker, Client consents to the Intermediary Status agency Relationship with Broker.

8. Confidential Information: During the term of this agreement or after its termination, Broker may not knowingly disclose information obtained in confidence from Clients except as authorized by law. Broker may not disclose to Client any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.

9. Broker's Fees: Broker will receive a commission calculated as _____ % of the gross Sales price; or as follows _____.

A. Source of Commission Payment: Broker will seek to obtain payment of the commission Specified in Paragraph 9 first from the seller, landlord, or their agents. If such persons refuse or fail to pay Broker the amount specified, Client will pay Broker the amount specified less any amounts Broker receives from such persons.

B. Protection Period:

- (1) "Protection period" means that time starting the day after agreement ends and continuing for _____ days.

(2) If, within the protection period, Client or related party enters into a contract to acquire property in the market area that was called to Client's attention during the term of this agreements, Client will pay Broker, upon closing, an amount equal to the fees Broker would have been entitled to receive had Client entered into a contract to acquire the property during the term of this agreement, if Broker, not later than 10 days after this agreement ends, sends Client written notice identifying the properties called to Client's attention.

10. Default: If either party fails to comply with this agreement or makes a false representation in this agreement, the non-complying party is in default. If Client is in default, Client will be liable for the amount of compensation that Broker would have received under this agreement if Client was not in default. If Broker is in default, Client may exercise any remedy at law.

11. Special provisions:

_____		_____	
Brokers Printed Name	License No.	Client's Signature	Date
By: _____		_____	
Broker's or Association's Signature	Date	Clients Signature	Date