

Broker: _____

Client: _____

Client's Address: _____

1. **Purpose:** Client has employed the services of Broker as Client's exclusive agent, to assist Client in the purchase, lease, exchange or option of property meeting the following criteria (type, price range, geographical location, etc.):

2. **Scope of Services:**

Broker's services shall include, but are not limited to:

- Consulting with Client regarding the desirability of particular properties and the availability of financing
- Formulating acquisition strategies
- Negotiating purchase agreements

Client acknowledges that Broker is not acting as an attorney, tax advisor, surveyor, appraiser, environmental expert, or structural or mechanical engineer and that Client should contact professionals on all of these matters.

3. **Exclusive Agent: BROKER'S FEE FOR SERVICES RENDERED IS FULLY NEGOTIABLE AND IS NOT FIXED, CONTROLLED OR SET BY LAW, THE MLS OR ANY OTHER PERSON NOT A PARTY TO THIS AGREEMENT.**

Client agrees that during the term of this agreement, any and all inquiries and/or negotiations on behalf of Client relating to the acquisition of any desired property shall be through Broker. Regarding new homes, the Buyer agrees not to visit or register at any subdivision, condominium development or builder sales office unless accompanied by the agent. This agreement applies to both listed and unlisted properties.

4. **Term/Cancellation:** This agreement is entered into on _____, _____. This agreement will expire on _____, _____. This agreement may be cancelled only by the mutual consent of the parties in writing.

5. **Compensation of Broker:** Broker may not receive compensation for brokerage services provided to Buyer from any source that exceeds the amount agreed upon herein or in a subsequent written agreement between Broker and Buyer. In consideration of the services to be performed by Broker, Client agrees to pay Broker as follows:

Indicate acceptance by initials.

___ / ___ (a) Commission: If Client contracts to purchase any desired property, Client will pay Broker a commission equal to _____% of the purchase price. The commission is due and payable upon closing. Client will receive a credit against any amount owed pursuant to this section for any commission paid to Broker by a seller or cooperative broker.

___ / ___ (b) Other: _____

The commissions shall be due for any purchase agreements executed: (1) during the term of this agreement; (2) during any extension of this agreement; and (3) to any purchase agreements executed within _____ days after the expiration or other termination of this agreement if the property acquired was presented to Client during the term of this agreement. If the seller fails to close with no fault on the part of the Client, the commission shall be waived. If the transaction does not close because of any fault on the part of the Client, the commission shall NOT be waived and shall become immediately due and payable.

6. **Disclosure of Broker's Role:** Client understands and agrees that Broker shall not disclose information learned during the course of a prior or pending business or real estate transaction.

7. **Other Purchasers:** Client acknowledges that Broker may represent other clients or customers interested in purchasing similar property. Client agrees that Broker may show more than one client or customer the same property and may prepare offers on the same property for more than one client or customer.



- 8. Disclosed Dual Agency:** If Client elects to make a bona fide offer on real property listed by Broker, Broker shall act as disclosed dual agent of both Client and the owner of the real property listed by Broker pursuant to a written agreement between Broker, Client and the owner of the listed real property.
- 9. Cost of Services or Products Obtained from Outside Sources:** Broker will not obtain or order products or services from outside sources (e.g. survey, soil test, title report, inspection) without the prior consent of Client. Client agrees to pay for all costs for products or services so obtained.
- 10. Hold Harmless:** Client agrees to hold Broker harmless on account of any and all costs or damage arising out of this agency contract, provided Broker is not at fault.
- 11. Non-Discrimination:** A REALTOR® is required by law and the National Association of REALTORS® Code of Ethics to treat all parties in a property transaction fairly without regard to race, color, religion, national origin, sex, age, disability, or familial or marital status. Local ordinances may prohibit additional forms of discrimination.
- 12. Condition of Property:** Client is not relying on Broker to determine the suitability of any desired property for the Client's purposes or regarding the environmental or other condition of the desired property.
- 13. Entire Agreement:** This agreement constitutes the entire agreement between the parties. Any prior agreements, whether oral or written, have been merged and integrated into this agreement.

14. Other: _____

15. Receipt: Client has read this agreement and acknowledges receipt of a copy of this agreement.

Client _____

Client _____

Date _____

Date _____

Telephone _____

Telephone _____

Agent _____

Broker _____