



**EXCLUSIVE BUYER REPRESENTATION AGREEMENT
FOR SINGLE AGENT BROKER
WITHOUT CONSENT to TRANSITION**



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Northeast Florida Multiple Listing Service, Inc. dba realMLS ("NEFMLS")

1 The Buyer(s) _____ ("Buyer")
 2 hereby retains _____ ("Broker")
 3 as Buyer's exclusive agent to work with and assist Buyer in locating and negotiating the acquisition of real
 4 property. The term "acquisition" or "acquire" includes any purchase, option, exchange, lease or other acquisition
 5 of an ownership or other interest in real property. The individual licensee of Broker who signs this Agreement
 6 on behalf of Broker shall be primarily responsible for performing the duties of Broker hereunder but it is agreed
 7 that other licensees of Broker may be appointed by Broker to fulfill such duties if deemed appropriate by Broker.

8 1. TERM: This Agreement will begin on the _____ day of _____, _____, and will terminate at
 9 11:59 p.m. on the _____ day of _____, _____ ("Termination Date"). However, if Buyer enters
 10 into an agreement to acquire property that is pending on the Termination Date, this Agreement will continue in
 11 effect until that transaction is consummated or is otherwise terminated.

12 2. TYPE OF PROPERTY: Buyer is interested in acquiring the following type of real property:
 13 (A) Residential (improved or unimproved) Commercial (improved or unimproved)
 14 (B) General Location: _____
 15 (C) Price range: \$ _____ to \$ _____
 16 Buyer has been pre-qualified pre-approved by _____
 17 for (amount and terms, if any) _____

18 3. BROKER'S OBLIGATIONS:
 19 (A) During the term of this Agreement Broker will:
 20 * use Broker's professional knowledge and skills;
 21 * discuss property requirements and assist Buyer in locating and viewing properties;
 22 * account for all money received from Buyer;
 23 * assist Buyer in presenting offers to acquire property;
 24 * cooperate with real estate licensees working with a seller, if any, to effect a transaction.
 25 Buyer understands that even if Broker is compensated by a seller or broker who is
 26 working with a seller, such compensation does not compromise Broker's duties to
 27 Buyer.
 28 (B) Other Buyers. Buyer understands that Broker may work with other prospective buyers who
 29 want to acquire the same property as Buyer. If Broker submits offers made by competing
 30 buyers, Broker will notify Buyer that a competing offer has been made, but will not disclose
 31 any of the competing offer's material terms or conditions without the competing offeror's
 32 written consent. Buyer agrees that Broker may make competing buyers aware of the existence
 33 of any offer Buyer makes so long as Broker does not reveal any material terms or conditions of
 34 the offer without Buyer's written consent.
 35 (C) Service Providers. Broker may provide Buyer with names of providers of products or services.
 36 Broker does not warrant or guarantee products or services provided by any third party who
 37 Broker refers or recommends to Buyer in connection with property acquisition.

- 38 4. BUYER'S OBLIGATIONS: Buyer agrees to cooperate with Broker in accomplishing the objectives of this
39 Agreement including, without limitation:
- 40 (A) Working exclusively with Broker during the term of this Agreement;
 - 41 (B) Conducting all negotiations and efforts to locate suitable property exclusively through Broker,
42 and referring to Broker all inquiries of any kind from real estate licensees, property owners or
43 any other source. If Buyer contacts or is contacted by a seller or a real estate licensee who is
44 working with a seller or views a property unaccompanied by Broker, Buyer will, at first
45 opportunity, advise the seller or real estate licensee that Buyer is working with and represented
46 exclusively by Broker;
 - 47 (C) Providing Broker with accurate personal and financial information requested by Broker in
48 connection with ensuring Buyer's ability to acquire and finance the acquisition of property. Buyer
49 authorizes Broker to run a credit check to verify Buyer's credit information;
 - 50 (D) Being available to meet with Broker at reasonable times for consultations and to view properties;
 - 51 (E) Indemnifying and holding Broker harmless from and against all losses, damages, costs and
52 expenses of any kind, including attorney's fees, and from liability to any person or entity that
53 Broker incurs because of acting on Buyer's behalf;
 - 54 (F) Not asking or expecting to restrict the acquisition of a property according to race, color, religion,
55 sex, handicap, familial status, country of national origin, sexual orientation or gender identity;
 - 56 (G) Paying for customary Buyer's closing costs and prepaids, including all loan closing costs; and
 - 57 (H) Consulting an appropriate professional for legal, tax, environmental, insurance, inspection and
58 property condition advice.

59 5. COMPENSATION: Broker's compensation is earned when, during the term of this Agreement and any
60 renewal or extension of this Agreement, Buyer or any person or entity acting for or on behalf of Buyer contracts
61 to acquire real property regardless of the manner in which Buyer was introduced to the property. Broker shall
62 seek the compensation from a cooperating Broker or from the Seller if there is no listing Broker. Buyer will
63 be responsible for paying Broker no later than the date of closing the amount specified below but will be credited
64 with any amount which Broker receives from a seller or a broker who is working with a seller.

- 65 (A) Purchase: \$ _____ or _____ % of the total Purchase Price (select only one) plus a
66 broker transaction fee of \$ _____.
- 67 (B) Lease: \$ _____ or _____ % of the gross lease value (select only one) to be paid
68 when Buyer enters into the lease. If Buyer enters into a lease-purchase agreement, the amount of
69 the leasing fee which Broker receives will be credited toward the amount due Broker for the
70 purchase.
- 71 (C) Option: Broker will be paid \$ _____ or _____ % of the option amount (select
72 only one), to be paid when Buyer enters into the option agreement. If Buyer enters into a lease
73 with option to purchase, Broker will be compensated for both the lease and the option. If Buyer
74 subsequently exercises the option, the amounts received by Broker for the lease and option will
75 be credited toward the amount due Broker for the purchase.
- 76 (D) Other: Broker will be compensated for all other types of acquisitions as if such acquisition were
77 a purchase.
- 78 (E) Buyer Default: Buyer will pay Broker's compensation immediately upon Buyer's default on any
79 contract to acquire property.
- 80 (F) Buyer will pay Broker's compensation if within 120 days after Termination Date ("protection
81 period") Buyer contracts to acquire any property which was called to Buyer's attention by Broker
82 or any other person or found or discovered by Buyer during the term of this Agreement.

83 6. RETAINER, IF APPLICABLE: Upon execution of this Agreement, Buyer will pay to Broker a
84 non-refundable retainer fee of \$ _____ for Broker's services ("Retainer"). This fee is not
85 refundable and will will not be credited to Buyer if compensation is earned by Broker as specified in this
86 Agreement.

87 7. EARLY TERMINATION: Buyer may terminate this Agreement at any time by written notice to Broker but
88 will remain responsible for paying Broker's compensation if, from the early termination date to Termination
89 Date plus protection period, Buyer contracts to acquire any property which, prior to the early termination date,
90 was found or discovered by Buyer or called to Buyer's attention by Broker or any other person. Broker may
91 terminate this Agreement at any time by written notice to Buyer, in which event Buyer and Broker will be
92 released from all further obligations under this Agreement except for the indemnity and hold harmless provision
93 in paragraph 4 hereof.

94 8. ASSIGNMENT; PERSONS BOUND: Broker may assign this Agreement to another broker. This
95 Agreement will bind and inure to Broker's and Buyer's successors, personal representatives and assigns.

96 9. AUDIO/VIDEO RECORDING IN A PROPERTY: Buyer should be aware that property owners may utilize
97 audio and/or video devices to monitor their property. Buyer should not discuss negotiation strategies or other
98 confidential information within a property. Buyer hereby releases Broker, its agents and employees from any
99 liability which may result for any recording occurring within a property.

100 10. DISPUTES AND WAIVER OF JURY TRIAL/COSTS AND ATTORNEY'S FEES: All controversies
101 and claims between Buyer and Broker, directly or indirectly arising out of or relating to this Agreement or the
102 Property, will be determined by non-jury trial. Buyer and Broker hereby knowingly, voluntarily and
103 intentionally waive any and all right to a trial by jury in any litigation, action or proceeding involving Buyer or
104 Broker, whether arising directly or indirectly from this Agreement or the Property or relating thereto. If Buyer
105 fails to perform any of Buyer's obligations under this Agreement and, if litigation ensues, Buyer agrees to pay
106 Broker's reasonable attorney's fees and costs.

107 **SINGLE AGENT NOTICE**

108 FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS SINGLE AGENTS
109 DISCLOSE TO BUYERS AND SELLERS THEIR DUTIES.

110 As a single agent, _____ (name of brokerage) and its
111 associates owe to you the following duties:

- 112 1. Dealing honestly and fairly;
- 113 2. Loyalty;
- 114 3. Confidentiality;
- 115 4. Obedience;
- 116 5. Full Disclosure;
- 117 6. Accounting for all funds;
- 118 7. Skill, care, and diligence in the transaction;
- 119 8. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed
120 the licensee otherwise in writing; and
- 121 9. Disclosing all known facts that materially affect the value of the residential real property and are
not readily observable.

122 _____
Signature of Buyer

Date

123 _____
124 Signature of Buyer

Date

125 _____
126 Signature of Buyer

Date

127 _____
128 Signature of Buyer

Date

129 ADDITIONAL TERMS AND CONDITIONS (IF ANY):

130 _____
131 _____
132 _____
133 _____
134 _____

135 ACKNOWLEDGMENT; MODIFICATIONS: Buyer has read this Agreement and understands its contents.
136 Buyer has had an opportunity to consult with counsel and other professional advisors of Buyer's choice. Buyer
137 acknowledges receipt of a signed copy of this Agreement. This Agreement cannot be modified except by
138 written agreement signed by all parties hereto.

139 Date: _____ Buyer: _____
140 Address: _____
141 Phone #: _____ Email: _____

142 Date: _____ Buyer: _____
143 Address: _____
144 Phone #: _____ Email: _____

145 Date: _____ Buyer: _____
146 Address: _____
147 Phone #: _____ Email: _____

148 Date: _____ Buyer: _____
149 Address: _____
150 Phone #: _____ Email: _____

151 _____
152 Broker Firm Name Broker Firm Phone Number

153 _____
154 Broker Firm Address

155 Date: _____
156 Signature of Licensee
157 _____
158 Printed Name of Licensee