



**EXCLUSIVE BUYER REPRESENTATION AGREEMENT
FOR TRANSACTION BROKER**

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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
 4 acquisition of real property. The term "acquisition" or "acquire" includes any purchase, option,
 5 exchange, lease or other acquisition of an ownership or other interest in real property. The
 6 individual licensee of Broker who signs this Agreement on behalf of Broker shall be primarily
 7 responsible for performing the duties of Broker hereunder but it is agreed that other licensees of
 8 Broker may be appointed by Broker to fulfill such duties if deemed appropriate by Broker.

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

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

20 3. BROKER'S OBLIGATIONS:

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

- 43 4. BUYER'S OBLIGATIONS: Buyer agrees to cooperate with Broker in accomplishing the
44 objectives of this Agreement including, without limitation:
- 45 (A) Working exclusively with Broker during the term of this Agreement;
 - 46 (B) Conducting all negotiations and efforts to locate suitable property exclusively
47 through Broker, and referring to Broker all inquiries of any kind from real estate
48 licensees, property owners or any other source. If Buyer contacts or is contacted by
49 a seller or a real estate licensee who is working with a seller or views a property
50 unaccompanied by Broker, Buyer will, at first opportunity, advise the seller or real
51 estate licensee that Buyer is working with and represented exclusively by Broker;
 - 52 (C) Providing Broker with accurate personal and financial information requested by
53 Broker in connection with ensuring Buyer's ability to acquire and finance the
54 acquisition of property. Buyer authorizes Broker to run a credit check to verify
55 Buyer's credit information;
 - 56 (D) Being available to meet with Broker at reasonable times for consultations and to
57 view properties;
 - 58 (E) Indemnifying and holding Broker harmless from and against all losses, damages,
59 costs and expenses of any kind, including attorney's fees, and from liability to any
60 person or entity that Broker incurs because of acting on Buyer's behalf;
 - 61 (F) Not asking or expecting to restrict the acquisition of a property according to race,
62 color, religion, sex, handicap, familial status, country of national origin, sexual
63 orientation or gender identity;
 - 64 (G) Paying for customary Buyer's closing costs and prepaids, including all loan closing
65 costs; and
 - 66 (H) Consulting an appropriate professional for legal, tax, environmental, insurance,
67 inspection and property condition advice.
- 68 5. COMPENSATION: Broker's compensation is earned when, during the term of this
69 Agreement and any renewal or extension of this Agreement, Buyer or any person or entity acting
70 for or on behalf of Buyer contracts to acquire real property regardless of the manner in which
71 Buyer was introduced to the property. Broker shall seek the compensation from a cooperating
72 Broker or from the Seller if there is no listing Broker. Buyer will be responsible for paying Broker
73 no later than at closing the amount specified below but will be credited with any amount which
74 Broker receives from a seller or a broker who is working with a seller.
- 75 (A) Purchase: \$ _____ or _____ % of the total Purchase Price (select only
76 one) plus a broker transaction fee of \$ _____.
 - 77 (B) Lease: \$ _____ or _____ % of the gross lease value (select only
78 one) to be paid when Buyer enters into the lease. If Buyer enters into a
79 lease-purchase agreement, the amount of the leasing fee which Broker receives will
80 be credited toward the amount due Broker for the purchase.
 - 81 (C) Option: Broker will be paid \$ _____ or _____ % of the option
82 amount (select only one), to be paid when Buyer enters into the option agreement.
83 If Buyer enters into a lease with option to purchase, Broker will be compensated
84 for both the lease and the option. If Buyer subsequently exercises the option, the
85 amounts received by Broker for the lease and option will be credited toward the
86 amount due Broker for the purchase.
 - 87 (D) Other: Broker will be compensated for all other types of acquisitions as if such
88 acquisition were a purchase.
 - 89 (E) Buyer Default: Buyer will pay Broker's compensation immediately upon Buyer's
90 default on any contract to acquire property.

91 (F) Buyer will pay Broker's compensation if within 120 days after Termination Date
92 ("protection period") Buyer contracts to acquire any property which was called to
93 Buyer's attention by Broker or any other person or found or discovered by Buyer
94 during the term of this Agreement.

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

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

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

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

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

123 **BROKERAGE RELATIONSHIP.** Under this Agreement Broker will act as a transaction
124 broker. Broker will deal honestly and fairly; will account for all funds; will use skill, care, and
125 diligence in the transaction; will disclose all known facts that materially affect the value of the
126 property, if residential, which are not readily observable to Buyer; will present all offers and
127 counteroffers in a timely manner unless otherwise directed in writing; and will have limited
128 confidentially with Buyer unless waived in writing. Buyer agrees it may be necessary or
129 appropriate for Broker to act as a broker for a seller in a transaction.

130 ADDITIONAL TERMS AND CONDITIONS (IF ANY):

131 _____
132 _____
133 _____
134 _____
135 _____

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

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

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

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

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

152 _____
153 Broker Firm Name Broker Firm Phone Number

154 _____
155 Broker Firm Address

156 Date: _____
157 Signature of Licensee

158 _____
159 Printed Name of Licensee