



# EXCLUSIVE RIGHT TO REPRESENT BUYER

## DEFINITIONS

**BROKER** means exclusive agent of Buyer and includes all associated sales persons. **BUYER** means Broker's principal as purchaser, lessee, optionee, or exchanger. **ACQUIRE** means purchase, lease, option or exchange of real property. **SELLER** means owner of real property to be acquired by Buyer. **DAYS** means calendar days, midnight to midnight, unless otherwise specified. The **SINGULAR** includes the **PLURAL**. **TIME LIMITS** are shown in bold. **DATE OF CLOSING** means the date title is transferred. **ACQUISITION FEE** means compensation due Broker only in the event Buyer is successful in acquiring a desired property under the terms of this Agreement.

\_\_\_\_\_ "BUYER,"  
grants to \_\_\_\_\_ "BROKER,"  
the exclusive right and authority to represent Buyer for the purpose of assisting Buyer in locating real property of a nature outlined in Item 2, or such other real property as may be acceptable to Buyer, and to negotiate terms and conditions acceptable to Buyer for the acquisition of such real property, and any personal property included in the sale.

1. **TERM.** The term of this Agreement will commence on (date) \_\_\_\_\_  
and terminate at midnight of (date) \_\_\_\_\_.

2. **PROPERTY.**

**TYPE OF PROPERTY:**  Residential,  Residential Income,  Commercial,  Industrial,  Vacant Land,  
 Other: \_\_\_\_\_

**GENERAL NATURE OF PROPERTY:** \_\_\_\_\_

**LOCATION:** \_\_\_\_\_

**PRICE RANGE:** \_\_\_\_\_

**PREFERRED TERMS:** \_\_\_\_\_

**POSSESSION:** \_\_\_\_\_

**OTHER REQUIREMENTS:** \_\_\_\_\_

3. **BROKER'S OBLIGATIONS.** During the term of this Agreement Broker agrees to:

- a. Become well informed in Buyer's objectives pursuant to Item 2;
- b. Assist Buyer with researching financing alternatives;
- c. Assist Buyer in locating and showing available properties in accordance with Item 2;
- d. Assist Buyer in obtaining available information relative to desired properties;
- e. Assist Buyer in preparing offers to acquire property and negotiating favorable terms;
- f. Assist Buyer in obtaining financing and monitoring closing procedures and deadlines.

4. **DISCLAIMER.** Buyer understands that Broker is qualified to advise on matters concerning real estate but is not an expert in matters of law, tax, financing, surveying, structural conditions, hazardous materials, or engineering. Buyer acknowledges he or she has been advised by Broker to seek expert assistance for advice on such matters. In the event Broker provides names or sources for such advice or assistance, Buyer understands and acknowledges that Broker does not warrant the services of such experts or their products. Broker does not warrant the condition of property to be acquired, or guarantee that all property defects will be disclosed by the Seller. Broker does not investigate the status of permits, zoning, location of property lines, and/or code compliance, and Broker does not guarantee the accuracy of square footage of a structure. Buyer will satisfy himself or herself concerning these matters.

5. **BUYER'S OBLIGATIONS.** During the term of this Agreement Buyer agrees to:

- a. Provide upon request:
  - [1] General nature, location, requirements, and preferred terms and conditions relating to the acquisition of desired property;
  - [2] Relevant personal and financial information sufficient to assure Buyer's ability to obtain financing;
- b. Work exclusively with Broker and not with other real estate brokers, salespersons, or owners, with respect to viewing properties and to refer to Broker all inquiries in any form from any other real estate brokers, salespersons, prospective sellers, or any other source;
- c. Conduct in good faith all negotiations for the property described in Item 2 exclusively through Broker;
- d. Hold Broker harmless from any claims resulting from incomplete or inaccurate information provided by Buyer.

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