

# EXCLUSIVE RIGHT TO REPRESENT

**CO-BRANDING**  
**AREA**

**THIS IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, WE RECOMMEND CONSULTING AN ATTORNEY BEFORE SIGNING**

I/WE \_\_\_\_\_ (CLIENT) hereby retains  
\_\_\_\_\_ (BROKER) represented  
by \_\_\_\_\_ (AGENT) the exclusive right to  
represent CLIENT as a Buyer's Agent and to: use reasonable efforts in locating a property on price and terms acceptable to CLIENT; use professional  
knowledge and skills to negotiate for CLIENT's purchase of the property; assist CLIENT throughout the transaction and act in CLIENT's best interests at all times;  
present written agreements to the seller or to seller/s agent; may assist CLIENT in obtaining financing and in researching financing alternatives. Such  
representation is effective upon the signing of this AGREEMENT and ends at midnight on \_\_\_\_\_, 20\_\_ or upon the closing of a property purchased  
in accordance with this AGREEMENT. The terms and conditions of this AGREEMENT are as follows:

**1. CLIENT'S OBLIGATIONS** During the term of this AGREEMENT, CLIENT agrees to provide to BROKER upon request: the general nature, location,  
requirements and preferred terms and conditions, which CLIENT is seeking in connection with the acquisition of desired property; and relevant personal and  
financial information to assure CLIENT's ability to obtain financing; CLIENT agrees to work exclusively with BROKER and not with other real estate brokers,  
salespersons or owners, with respect to viewing properties and agrees to refer to BROKER all inquiries in any form from any other real estate broker,  
salesperson, prospective seller or any other source; and conduct in good faith all negotiations for property, exclusively through BROKER.  
CLIENT agrees to compensate BROKER if CLIENT or any other person acting on CLIENT's behalf buys, exchanges for, obtains an option on, or leases real  
property. The compensation shall be \$ \_\_\_\_\_ or \_\_\_\_ % of the purchase price of the property or \_\_\_\_ % of the aggregate rental of the Lease and all options  
as exercised or \$ \_\_\_\_\_, which sum shall become due and payable when BROKER brings about a meeting of the minds between CLIENT and the  
seller/lessor.

If the property is listed with a real estate company or licensee, BROKER will accept a fee equal to the fee being offered to cooperating agents, but in no event  
less than the amount set forth above. If such fee, or any portion thereof, is paid by the seller/lessor or the seller's/lessor's agent as a convenience of the  
transaction, CLIENT will be credited by BROKER for the amount so paid.

CLIENT shall pay Broker a retainer fee of \$ \_\_\_\_\_ upon signing this AGREEMENT, which shall be credited against the commission received by  
BROKER upon the consummation of a transaction by CLIENT.

CLIENT acknowledges that if within \_\_\_\_ months of the termination of this AGREEMENT, with or without the services of a licensed agent, CLIENT buys,  
exchanges for, obtains an option on, or leases real property shown to CLIENT by BROKER during the term of this AGREEMENT, compensation as set forth in  
this AGREEMENT shall be applicable and CLIENT shall pay such fee to BROKER.

**2. ADVICE ON TECHNICAL MATTERS** BROKER will not : counsel the Client on legal matters or take any action that may constitute the practice of law; inspect  
or give an opinion concerning the physical condition of the property, needed repairs, existence of water damage, termite or other infestation, asbestos, Radon or  
Lead Paint; research, give advice or opinion concerning zoning, building or health department, fire or other regulatory matters affecting the property and/or  
improvements and its compliance with laws, codes and regulations; provide or give opinions concerning surveys diagramming the property; give tax or financial  
advice with respect to the purchase, sale or ownership of the property; review any public records concerning the property, including but not limited to documents  
on file with the county, town or village in which the property is located and federal, state or local court offices; search for, discover or give opinions regarding  
environmental conditions concerning the property or the locale in which the property is located, including but not limited to the location of toxic sites, underground  
infiltration of pollutants, asbestos, buried oil tanks and any other conditions which are not readily observable upon the property; search, review or discover any  
public or private record revealing criminal activity, sex offenders or other matters.

The Client is advised not to rely on any statements contained in any listing agreement, multiple listing form or other written or any oral statement concerning the  
condition of the property expressed to the Client by the Broker. This Agreement places upon the Client the absolute obligation to obtain information concerning  
the condition of the property from sources other than the Broker. The Broker recommends the Client to hire an engineer or licensed home inspector for the  
purpose of ascertaining the physical condition of the property. In the event the Client has any question with respect to environmental conditions or problems  
affecting the property or the locale in which the property is located, the Client hereby specifically undertakes to hire the necessary environmental experts and  
consultants to satisfy themselves concerning such environmental conditions. Under no circumstances is the Client entitled to rely on any statement or  
representation of the Broker with respect to environmental condition whether such statement is oral or written. Notwithstanding the provisions of this section, the  
broker hereby agrees to truthfully and honestly disclose to the Client any and all information affecting both the property and the locale within which the property is  
located of which the Broker has actual knowledge.

**3. FAIR HOUSING** BROKER is committed to compliance with all laws as well as the philosophy of fair housing for all people. BROKER will present properties to  
CLIENT in full compliance with local, State and Federal Fair Housing laws as well as the National Association of REALTORS® Code of Ethics against  
discrimination on the basis of race, color, religion, sex, gender identity, national origin, handicap, age, marital status and/or familial status, children or other  
prohibited factors.

**4. IN-HOUSE SALES** If BROKER has an agency relationship with CLIENT ["buyer's broker"], and CLIENT expresses interest in property owned by a seller who  
has an agency relationship with BROKER ["seller's broker"], a conflict has arisen. The BROKER shall immediately advise both the buyer client and seller client of  
the pertinent facts including the fact that a dual agency situation has arisen, and that the following options are available:

- a. BROKER and CLIENT could dissolve their agency relationship. CLIENT may then seek to retain another broker, and/or an attorney, or may  
represent (her)himself. This would release CLIENT from their obligations under this AGREEMENT for that property only. BROKER may continue to  
act as Agent for Seller.
- b. With fully informed consent, CLIENT and seller may elect to continue with the brokerage firm serving as a consensual dual agent which is the  
exception to the general rule that agents serve one principal. In dual agency, the BROKER and its agents have a duty of fairness to both the buyer  
and seller. As a dual agent, the firm and its agents cannot furnish undivided loyalty to either party. As a dual agent, the firm and its licensee agents  
have a duty not to disclose confidential information given by one principal to the other principal, such as the price one is willing to pay or accept.

Such information may already be known to the firm and its agents. If the information is of such a nature that the agent cannot fairly give advice without disclosing it, the agent cannot properly continue to act as an agent.

- c. With fully informed consent, CLIENT and seller may elect to continue with the brokerage firm serving as a consensual dual agent with designated sales agents. The broker of the firm will be a dual agent and the seller and buyer will have different agents of the firm advocate on their behalf. The designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty.
- d. BROKER and seller could dissolve their agency relationship. The seller may then seek to retain another broker, and/or an attorney, or may represent (her)himself. This would release the seller from any listing agreement which was entered into with BROKER. BROKER may continue to act as agent for CLIENT.

In either case, the brokerage commission will be paid by the seller in accordance with the listing agreement with the seller, unless different arrangements have been agreed upon. Commissions or fees owed under this AGREEMENT are not applicable in scenario a, b or c above as this AGREEMENT would not be in effect for any representation other than Buyer Agency. The buyer, seller and BROKER shall memorialize the option of their mutual choice by executing a statutory disclosure notice. If there is no mutual agreement, the proposed transaction between buyer and seller shall not be pursued.

**5. OTHER POTENTIAL BUYERS** CLIENT understands that other potential buyers may consider making offers on or acquire, through BROKER, the same or similar properties as CLIENT is seeking to acquire. CLIENT consents to BROKER's representation of such other potential buyers before, during and after the expiration of this AGREEMENT. In the event the AGENT represents another client interested in the property, the AGENT must receive the consent of all clients interested in the property before proceeding. If consent of all parties is not received, the proposed transaction between any buyer and seller shall not be pursued.

**6. PURCHASE OFFER MONEYS** In the event CLIENT provides to BROKER a check for purchase offer moneys, CLIENT hereby instructs BROKER to deliver or deposit said check pursuant to the terms of the purchase contract. If BROKER is also agent of the owner, CLIENT acknowledges that upon acceptance of CLIENT's offer and deposit of such funds, that BROKER will be acting as agent of both the owner and CLIENT with respect to such moneys and will release such moneys only as follows: upon direction of CLIENT and owner; or deposit same with the Clerk of the Supreme Court in the County in which the property is located, pursuant to section 294-b of the Real Property Law or an interpleader petition.

#### 7. ADDITIONAL TERMS

- a. Upon request by BROKER, CLIENT agrees to provide a signature acknowledgement to a listing of properties shown to CLIENT by BROKER during the term of this AGREEMENT.
- b. This document and any Addendum hereto, contains the entire agreement of the parties and supersedes all prior agreements or representations which are not expressly set forth herein between these parties.
- c. This AGREEMENT may be modified only in writing signed and dated by both parties. CLIENT acknowledges that CLIENT has not relied on any statements of BROKER or AGENT which are not herein expressed.

#### 8. HOME EQUITY THEFT PREVENTION ACT: Please initial (only one):

I am planning on purchasing the property: \_\_\_\_\_ for use as a primary residence or; \_\_\_\_\_ for use as a second home or investment property

#### 9. TYPE OF PROPERTY: Residential Owner Occupied Residential Income Commercial and/or Industrial Vacant Land other

GENERAL NATURE OF PROPERTY: \_\_\_\_\_ PRICE RANGE: \_\_\_\_\_

LOCATION: \_\_\_\_\_ PREFERRED TERMS: \_\_\_\_\_

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

**10. MISCELLANEOUS** CLIENT has read and understands this contract and does hereby acknowledge receipt of a copy thereof. This contract is the entire agreement between the parties and may not be changed except in a writing signed by both parties. This contract shall be binding upon the parties hereto, and their respective heirs, successors, or assigns as of the EFFECTIVE DATE. For purposes of this contract, "CLIENT" refers to each and all parties who will have an ownership interest in the PROPERTY and the undersigned CLIENT represents that he/she will be the sole and exclusive owner and is fully authorized to enter into this contract. As used in this contract, the neuter includes the masculine and feminine, the singular includes the plural and the plural includes the singular, as the context may require. CLIENT understands and agrees that the Board/Association of REALTORS and/or the MLS are not the CLIENTS' agents and none of the terms of this AGREEMENT shall make them the CLIENTS' agents.

In any action, proceeding or arbitration to enforce any provision of this AGREEMENT, or for damages caused by default, where the BROKER is the prevailing party, the BROKER shall be entitled to reasonable attorney's fees, costs and related expenses, such as expert witness fees and fees paid to investigators. In the event the LISTING BROKER hires an attorney to enforce the collection of any brokerage commission due hereunder and is successful in collecting all or any portion thereof with or without commencing a legal action or proceeding, CLIENT agrees to pay such attorney's fees, costs and related expenses.

BUYER CLIENT \_\_\_\_\_ Date: \_\_\_\_\_ (EFFECTIVE DATE)

BUYER CLIENT \_\_\_\_\_ Date: \_\_\_\_\_ (EFFECTIVE DATE)

BUYER'S BROKER \_\_\_\_\_ Date: \_\_\_\_\_ (EFFECTIVE DATE)

The "EFFECTIVE DATE" of this Agreement shall be latest date entered above alongside the parties' signatures