

**EXCLUSIVE RIGHT TO REPRESENT BUYER
Buyer Agency Agreement**



STATE OF OHIO, COUNTY OF CUYAHOGA, Date _____, _____ (“Buyer”), hereby employs Tabatha M. Whewell of RE/MAX as the Buyer’s exclusive agent (“Agent”) to assist the Buyer in the acquisition of real property which may include any purchase, option and/or exchange on terms and conditions acceptable to Buyer.

Buyer represents that, as of the commencement date of this Agreement, the Buyer is not a party to a buyer representation with any other Agent. Buyer further represents that Buyer has disclosed to Agent information about any properties of the type described in paragraph 1 below that Buyer has visited at any open house or that Buyer has been shown by any other real estate agent.

1. **TYPE OF PROPERTY:** ___ Residential (improved or unimproved) ___ Commercial (improved or unimproved)
(a) General Location: Northeast Ohio
2. **DURATION OF AGENCY:** Agent’s authority as Buyer’s exclusive Agent shall begin _____ and shall expire at midnight, _____ or when Buyer acquires real property of the type described in paragraph 1, whichever occurs sooner.
3. **EFFECT OF AGREEMENT:** Buyer intends to acquire real property of the type described in paragraph 1 by *employing Agent as Buyer’s exclusive Agent, Buyer agrees to conduct all negotiations for such property through Agent, and to refer to Agent all inquiries received in any form from other agents, salespersons, prospective sellers or any other source, during the time this Agreement is in effect.*

[Instructions: Initial only ONE]

- (a) _____ In the event Buyer wishes to consider a property listed with the Agent’s firm, Buyer authorizes Agent to act as a dual agent, representing both Buyer and Seller, subject to the terms and conditions of the Dual Agency Addendum.
- (b) _____ Buyer does NOT authorize Agent to act in the capacity of dual agent.

4. COMPENSATION OF AGENT:

- (a) Agent acknowledges receipt of a non-refundable retainer fee in the amount of \$-----0-----.
- (b) Except as otherwise provided below, Agent’s compensation will be from a cooperating listing firm (through the listing firm’s offer of compensation in MLS or otherwise) or from the seller if there is no listing firm, and Buyer agrees that Agent shall be entitled to receive same in consideration for Agent’s services hereunder. If Buyer purchases property where no compensation is offered by either the listing firm or the seller, then Buyer agrees to pay Agent a fee of three percent (3%) of the purchase price.
- (c) Additionally, the Broker will charge a fee of \$250 to Buyer unless prohibited by VA financing guidelines.

AGENT’S DUTIES: During the term of this Agreement, Agent shall promote the interest of the Buyer by: (a) performing the terms of this Agreement; (b) seeking property at a price and with terms acceptable to Buyer; (c) presenting in a timely manner all written offers or counteroffers to and from Buyer; (d) disclosing to Buyer all material facts related to the property or concerning the transaction of which Agent has actual knowledge; and (a) accounting for in a timely manner all money and property received in which Buyer has or may have an interest. Unless otherwise provided by law or Buyer consents in writing to the release of the information, Agent shall maintain the confidentiality of all personal and financial information and other matters identified as confidential by Buyer, if that information is received from Buyer during the brokerage relationship. In satisfying these duties, Agent shall exercise ordinary care, comply with all applicable laws and regulations, and treat all prospective sellers honestly and not knowingly give them false information. In addition, Agent may show the same property to other buyers, represent other buyers, represent sellers relative to other properties, or provide assistance to a seller or prospective seller by performing ministerial acts that are not inconsistent with Agent’s duties under this Agreement.

Buyer’s Initials _____ Agent’s Initials _____

Upon closing of any sale of property not entered in a listing service of which Agent is a member, Buyer authorizes Agent to submit pertinent information concerning the property, including sales price, to such listing service.

5. **BUYER's DUTIES:** Buyer shall: (a) work exclusively with Agent during the term of this Agreement; (b) pay Agent, directly or indirectly, the compensation set forth above; (c) comply with the reasonable requests of Agent to supply any pertinent financial or personal data needed to fulfill the terms of this Agreement; (d) be available for reasonable periods of time to examine properties; and to (e) pay for all products and/or services required in the examination and evaluation of properties (examples: surveys, water/soil tests, title reports, property inspections, etc.)
6. **NON-DISCRIMINATION: THE AGENT SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP, FAMILIAL STATUS OR MILITARY STATUS OF ANY PARTY OR PROSPECTIVE PARTY TO THE AGREEMENT.**
7. **OTHER PROFESSIONAL ADVICE:** In addition to the services rendered to Buyer by the Agent under the terms of this Agreement, Buyer is advised to seek other professional advice in matters of law, taxation, financing, insurance, surveying, condition inspections and other matters pertaining to any proposed transaction. Although Agent may provide Buyer the names of providers who perform such services, Buyer understands that Agent cannot guarantee the quality of service or level of expertise of any such provider. Buyer agrees to pay the full amount due for all services directly to the service provider whether or not the transaction closes. Buyer also agrees to indemnify and hold Agent harmless from and against any and all liability, claim, loss, damage, suit or expense that Agent may incur either as a result of Buyer's selection and use of any such provider or Buyer's election not to have one or more of such services performed.
8. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties relating to the subject thereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement. No modification of any of the terms of this Agreement shall be valid, binding upon the parties, or entitled to enforcement unless such modification has first been reduced to writing and signed by the parties.
9. **CONFIDENTIALITY OF OFFERS:** Agent hereby advises Buyer of the possibility that the sellers or sellers' representatives may not treat the existence, terms, or conditions of any offers Buyer may make as confidential.

(NOTE: Buyer should consult with Agent before visiting any resale or new homes or contacting any other real estate agent representing sellers, to avoid the possibility of confusion over the brokerage relationship and misunderstandings about liability for compensation.)

Buyer and Agent each hereby acknowledge receipt of a signed copy of this Agreement.

Buyer _____ Buyer _____ Date _____

Mailing Address _____

Agency (FIRM) RE/MAX _____

By: _____ Individual State License #: 2003018978