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**EXCLUSIVE BUYER AGENCY AGREEMENT**

Broker: \_\_\_\_\_ (“Broker”)

Broker’s Address: \_\_\_\_\_

Client: \_\_\_\_\_ (“Client”)

Client’s Address: \_\_\_\_\_

1. **PURPOSE** Client has employed the Broker to assist Client in purchasing real estate, as more particularly described in Paragraph 2, Broker’s services shall include, but not be limited to, consulting with the Client regarding the desirability of particular properties and the availability of financing, formulating acquisition strategies and negotiating purchase agreement. Client acknowledges that Broker is not acting as an attorney, tax advisor, surveyor, appraiser, home inspector, environmental expert or structural or mechanical engineer, and that Client should contact professionals on these matters.
2. **PROPERTY** Client desires to purchase real property meeting the following criteria (type, price range, geographical location, etc)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. **EXCLUSIVE AGENT** Client agrees that during the term of this Agreement any and all inquiries and/or negotiations on behalf of Client relating to the acquisition of any Desired Property shall be through Broker.
4. **TERM/CANCELLATION** This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_. This agreement shall expire on \_\_\_\_\_, 20 \_\_\_\_\_. This Agreement may be cancelled only by the mutual consent of the parties in writing.
5. **COMPENSATION OF BROKER** In consideration of the services to be performed by Broker, Client agrees to pay Broker as follows (check as applicable):
  - A. \_\_\_\_\_ Retainer Fee. Client will pay Broker a non-refundable Retainer Fee of \$ \_\_\_\_\_, due and payable upon execution of this Agreement. The retainer fee shall be applied against any commission paid to Broker.
  - B. \_\_\_\_\_ Hourly Fee. Client will pay Broker an hourly fee of \$ \_\_\_\_\_ for services performed under this Agreement due and payable upon receipt of invoice (s) from Broker. The hourly fee shall be applied against any commission paid to Broker.
  - C. \_\_\_\_\_ Flat Fee. In the event Client contracts to purchase the Desired Property, Client will pay Broker a flat fee equal to \$ \_\_\_\_\_. The flat fee is due and payable upon closing. The flat fee shall apply to any purchase agreements executed during the term of this Agreement, or during any extension of this Agreement. The flat fee will also apply to purchase agreements executed within \_\_\_\_\_ months after the expiration or other termination of this Agreement, if the property acquired was presented to Client through the services of Broker. If the Seller fails to close with no fault on the part of Client, then the flat fee shall be waived. If the transaction does not close because of any fault on the part of the Client, the flat fee shall NOT be waived and shall become immediately due and payable.
  - D. \_\_\_\_\_ Commission. In the event Client contracts to purchase the Desired Property, Client will pay Broker a commission equal to \_\_\_\_\_% of the purchase price. The commission is due and payable upon closing. The commission shall apply to any purchase agreements executed during the terms of this Agreement, or during any extension of this Agreement. The commission will also apply to purchase agreements executed within \_\_\_\_\_ months after the expiration or other termination of this Agreement, if the property acquired was presented to the Client through the services of Broker. If the Seller fails to close with no fault on the part of Client, then the commission shall be waived. If the transaction does not close because of any fault on the part of the Client, the commission shall not be waived and shall become immediately due and payable.
6. Client will receive a credit against any amount owed pursuant to Paragraph 5 above for any commission paid to Broker by a Seller or Cooperative Broker.
7. **DISCLOSURE OF BROKER’S ROLE** At the time of any initial contact, Broker shall inform all prospective Sellers and their agents that Broker is acting on behalf of Client and shall be paid exclusively by Client, In the event Broker has previously worked with a seller of a particular piece of property as a subagent, Broker will preserve any confidential information obtained during that prior agency relationship and will not use such confidential information to the detriment of the seller. Client acknowledges and agrees that the preservation of this confidential information shall not constitute a breach of any fiduciary duty owed by Broker to Client.
8. **CONFLICT OF INTEREST (PURCHASERS)** Client acknowledges that Broker may represent other Clients desirous of purchasing property similar to the desired property. Client acknowledges and agrees that Broker may show more than one Client the same property, and may prepare offers on the same property for more than one client. Broker shall preserve any confidential information disclosed by any Buyer-Client and shall not disclose the existence of, or the terms of, any offer prepared on behalf of one client to another Client. In the event Broker works for two competing Buyer-Clients in connection

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with any specific property, Broker will be working equally for both Buyer-Clients and without the full range of fiduciary duties owed by a Buyer's Agent to a Buyer. In this situation, the competing Buyer-Clients are giving up their rights to undivided loyalty and will be owed only the limited duties of disclosure, obedience and confidentiality.

- 9. **CONFLICT OF INTEREST (SELLERS)** In the event Client elects to make a bona fide offer on real property listed by Broker (check as applicable):
  - A. \_\_\_\_\_ This agreement shall automatically terminate only with regard to that real property (but shall continue as to all other real property) and Broker shall continue the agency relationship with the owner of the real property listed by Broker. Any fees previously paid to Broker by Client pursuant to this Agreement shall be returned to Client at closing where the agency relationship was terminated pursuant to this paragraph.
  - B. \_\_\_\_\_ Broker shall act as Disclosed Dual Agent of both Client and the owner of the real property listed by Broker pursuant to a written agreement in the form attached hereto between Broker, Client and the owner of the real property listed. In such event, Broker shall be entitled to any fees owed by Client pursuant to this Agreement.
  - C. \_\_\_\_\_ Broker shall act as a Transaction Coordinator to facilitate this transaction and not as an Agent for either the Client or the owner of the real property listed by the Broker. In such event, Broker shall not be entitled to any fees owed by Client pursuant to this Agreement.
- 10. **COST OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SOURCES** Broker will not obtain or order products or services from outside sources (e.g. surveys, soil tests, title reports, inspections) without the prior consent of Client. Client agrees to pay for all costs for products or services so obtained.
- 11. **LEASING OR OPTIONING** This Agreement shall also apply to situations where the Buyer wishes to lease or option property. In those situations, the terms used in this Agreement shall be automatically changed as appropriate, so that the term "purchase" shall mean "lease," "rent" or "option" and the term "Seller" shall mean "Lessor," "Landlord" or "Optionor" and the term "Buyer" shall mean "Lessee," "Tenant" or "Optionee."
- 12. **INDEMNIFICATION OF BROKER** Client agrees to indemnify Broker and to hold Broker harmless on account of any and all costs or damage arising out of this agency contract, provided Broker is not at fault, including, but not limited to attorney's fees reasonably incurred by Broker.
- 13. **NON-DISCRIMINATION** It is agreed by Broker and Client, parties to this Agreement, that as required by Michigan and Federal law, discrimination because of religion, race, color, national origin, age, sex, disability, familial status, marital status, height or weight by said parties in respect to the purchase of the desired property is prohibited.
- 14. **FAX OR ELECTRONIC DISTRIBUTION** The parties agree that this Exclusive Buyer Agency Contract may be delivered by use of a fax or by electronic distribution and the signatures, initials and modifications shall be deemed to be valid and binding the parties as if the original signatures, initials and modifications were present on the documents in the handwriting of each party. Any such written notice or communication shall be deemed delivered at the time it is sent or transmitted. Neither party assert the Statute of Frauds or nonenforceability or invalidity of the contract because of fax copies or electronic signatures being used, and both parties specifically waive and relinquish any such defense. Each party agrees to provide an original signed document upon request. but no later than closing, provided failure to provide an original upon request is not a material breach of this Agreement.
- 15. **CONDITION OF PROPERTY** Client is not relying on Broker to determine the suitability of any desired property for the Client's purposes or regarding the environmental or other condition of the desired property.
- 16. **LIMITATIONS** Client and Broker agree that any and all claims or lawsuits between the parties to this Agreement must be filed no more than six (6) months after the date of termination of this Agreement. The parties waive any statute of limitations to the contrary.
- 17. **ENTIRE AGREEMENT** This Agreement constitutes the entire agreement between the parties, and any prior agreements, whether oral or written, have been merged and integrated into this agreement.

18. **OTHER** \_\_\_\_\_  
\_\_\_\_\_

19, **RECEIPT** Client has read this Agreement and acknowledges receipt of a completed copy of this agreement.

<b>BROKER</b>	<b>CLIENT</b>
_____	_____
Accepted By	
_____	_____
For	
_____	_____
Date	Date