



BUYER BROKER EXCLUSIVE AGREEMENT



THIS BUYER BROKER EXCLUSIVE AGREEMENT (this "Agreement") is made and entered into between:

_____ ("BUYER") and
_____ ("BROKER").

1. **BROKER'S ROLE.** BROKER is hereby retained to assist BUYER in acquiring an interest in, or right to use, certain property. BROKER will: (A) consult with BUYER to discuss property requirements, financing alternatives, possession time schedules, financial capabilities, and acquisition and negotiation strategies, (B) assist in obtaining available information of material nature relative to desired properties, (C) make BROKER's best efforts to identify and locate properties suitable to purchase, (D) assist BUYER in presenting and negotiating contract offers on desired properties, and (E) monitor contract and closing deadlines. BUYER understands that other potential buyers may consider, make offers on, or purchase through BROKER the same or similar properties as BUYER is seeking to acquire.
2. **BROKERAGE RELATIONSHIP.** BROKER, or licensed sales associate of BROKER, has informed and disclosed to BUYER the brokerage relationship between BROKER and BUYER. "BROKER" shall include all real estate brokers, sales associates, brokerage corporations, or business entities involved in this transaction. BROKER's required disclosure notices have been provided to BUYER and the brokerage relationship is _____.
(If left blank, transaction broker relationship shall apply.)
3. **BUYER'S ROLE.** BUYER agrees to: (A) work exclusively with BROKER during the term of this Agreement and be available to evaluate and/or view properties exclusively with BROKER and not any other broker, sales associate, owner, builder, etc., (B) refer to BROKER all inquiries in any form from any source regarding any potential properties for sale or lease, (C) provide reliable information including financial information necessary for the performance of this Agreement, (D) provide to BROKER general information regarding location, price range, amenities, and any other information needed to help identify desired properties, and (E) on all occasions to notify other brokers and third parties of the existence of this Agreement and BROKER's exclusive brokerage relationship with BUYER.
4. **TERM OF AGREEMENT.** BUYER engages and grants BROKER the exclusive right and authority to negotiate for the purchase, lease, or other acquisition of a legal or equitable interest in or right to use the real property identified during the term of this Agreement, which shall commence on _____ ("Commencement Date") and shall terminate on _____ ("Termination Date"). The Commencement Date shall be the date this Agreement is signed by BUYER if no Commencement Date is inserted. The Termination Date shall be 180 calendar days from the Commencement Date in the event no Termination Date is inserted. If BUYER enters into a contract to purchase or lease any property prior to the Termination Date, this Agreement shall automatically be extended until the closing or termination of said contract for sale or lease. If during the _____ day period after the Termination Date, BUYER enters into a contract to purchase or lease any property identified to BUYER during the term of this Agreement, then BUYER will pay the BROKER's Compensation, and this Agreement shall automatically be extended until the closing or termination of said contract for sale or lease.
5. **BROKER'S COMPENSATION.** BROKER shall receive compensation in the amount of \$_____ or _____% of the purchase price of each property purchased by BUYER, or leasing compensation in the amount of \$_____ or _____% of all gross rents due under any lease entered into by BUYER as tenant ("BROKER's Compensation"). BROKER's Compensation payable by BUYER shall also include a fee in the amount of \$_____ to cover BROKER's costs of administering or processing this transaction as well as complying with governmental regulations applicable to BROKER. BROKER's Compensation shall be paid on any real property purchased, placed under contract, leased or optioned by BUYER, or by any person, entity, assignee, successor in interest or nominee of BUYER acting on behalf of BUYER, irrespective of whether BROKER actually showed, located, introduced or wrote any offer or agreement with respect to any such property or properties under the terms of this Agreement. BROKER's Compensation shall be deemed earned and fully payable upon the closing of title, or BUYER's right to occupy and/or control the property, or upon the event of BUYER's default under any

agreement to purchase or rent the subject property, whichever comes first. If BROKER's Compensation is not paid in full by the seller's or landlord's broker under terms of any REALTOR® MLS offer of compensation, BUYER will assist in ensuring that BROKER's Compensation is collected from the seller/landlord or otherwise paid to BROKER from the proceeds of the transaction at the closing or consummation thereof. If any compensation paid by seller and/or landlord exceeds the amount of BROKER's compensation set forth herein, BROKER shall be entitled to accept any such excess compensation.

6. DEFAULT. If BUYER fails to pay the BROKER's Compensation, BUYER hereby grants to BROKER a lien upon any property or properties purchased or acquired or the rents or income accruing from any such property or properties subject to this Agreement, which lien can be foreclosed in the same manner as a mortgage or security agreement placed upon said real property, and which lien shall survive termination of this Agreement.

7. HOLD HARMLESS. BUYER acknowledges and agrees that BROKER is not an expert in matters including, but not limited to law, surveying, structural conditions, engineering, financing, hazardous materials, etc. BUYER acknowledges that BUYER has been advised to seek professional expert assistance and advice in these and other areas of professional expertise. If BROKER provides to BUYER names or sources for such advice and assistance, BUYER acknowledges and agrees that BROKER does not warrant or guarantee the services and/or products. BUYER also agrees to hold BROKER harmless from liability resulting from incomplete and/or inaccurate information provided by BUYER to BROKER. BUYER agrees to indemnify BROKER against all claims, damages, losses, expenses, or liability arising from the handling of earnest money by anyone other than BROKER.

8. FAIR HOUSING/EQUAL OPPORTUNITY. BROKER shall provide the above services and make properties available to BUYER without regard to race, color, national origin, religion, sex, handicap or familial status as well as any other classes protected under the laws of the United States, State of Florida and applicable local jurisdictions.

9. ATTORNEY'S FEES AND COSTS. In connection with any litigation concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorneys fees and court costs from the non-prevailing party, at all trial and appellate levels.

10. SURVIVABILITY. All provisions of this Agreement which by their nature or context require performance or provide rights after the Termination Date of this Agreement shall survive this Agreement.

11. COOPERATING BROKER DISCLOSURE. As required by the National Association of REALTORS®, BROKER's policy is to cooperate with other real estate brokers in the marketplace to the fullest extent possible, regardless of their brokerage relationship, provided that such cooperation is in accordance with the instructions from BUYER.

12. OTHER TERMS AND CONDITIONS.

(Buyer's Signature) (Date) (Buyer's Signature) (Date)

(Buyer's Printed Name) (Buyer's Printed Name)

Buyer's Mailing Address: _____

Buyer's Contact: (Home) _____ (Office) _____ (Cell) _____ (Fax) _____

Email Address: _____ Property Telephone: _____

(Authorized Broker's Signature) (Date)

Brokerage Firm Name: _____ Licensee's Printed Name: _____