



LAR EXCLUSIVE RIGHT TO REPRESENT BUYER AGREEMENT

Short Form---Standard Agency (No Dual or Designated Agency Disclosure)

(This is a legally binding contract. If not understood, seek competent advice before signing.)



This Agreement (the "Agreement") is made as of _____, 20____ between _____
(collectively "Buyer") and [insert firm→] _____ ("Broker").
[Insert Broker's address and office tel. no.:→] _____.

1. Buyer hereby appoints Broker to represent Buyer in the acquisition of real property. As used herein, "acquisition of real property" includes any purchase, option or exchange of real property or an agreement to do so. Buyer is retaining Broker to acquire the following specific property or type of property: _____.

2. **TERM.** This Agreement shall commence on _____, 20____ and terminate at midnight on _____, 20____.

3. **BROKER'S DUTIES.** Broker shall represent Buyer as a standard agent in this brokerage relationship and locate property available for purchase and suitable to Buyer. Unless otherwise provided by law or Buyer consents in writing to the release of information, Broker shall maintain the confidentiality of personal information, financial information and other matters identified as confidential by Buyer that is received from Buyer in the course of the brokerage relationship. If Broker is not the listing firm of the seller (the "Listing Firm"), Broker shall represent solely the interest of Buyer in all negotiations and transactions regarding the acquisition of real property, and shall repudiate any agency relationship with the seller unless consented to in writing by Buyer. Broker shall have no obligation to search out such properties beyond those that come to the attention of Broker in the ordinary course of Broker's business. Broker may represent other buyers who may be interested in the same property as Buyer.

4. **BUYER'S DUTIES.** Buyer shall: work exclusively with Broker during the term of this Agreement; comply with Broker's requests to supply pertinent information or personal data needed to fulfill the terms of this Agreement; pay Broker the compensation set forth below; be available during Broker's regular working hours to view properties; consult with Broker before visiting any resale or new homes or contacting any other real estate licensees or property owners to avoid confusion over the brokerage relationships and liability for payment of the compensation due to Broker; and inform all sellers and licensees whom Buyer contacts of Buyer's brokerage relationship with Broker.

5. **COMPENSATION.** For the services rendered by Broker, Broker shall be paid the following compensation (the "Fee") [select one box]:

☐ Broker shall be paid a Fee equal to the compensation offered by a listing firm or seller to a buyer's broker on property acquired by Buyer.

OR

☐ Broker shall be paid a Fee equal to the compensation offered by a listing firm or seller to a buyer's broker on property acquired by Buyer, but the minimum Fee paid to Broker shall not be less than [select one box]: ☐ _____% of the gross purchase price of such property **OR** ☐ other (describe) _____. After crediting any compensation received by Broker from the listing firm or seller, Buyer shall pay the balance of the Fee due to Broker.

[Select if applicable]: ☐ Buyer shall also pay to Broker at the time the Fee is due an additional sum of \$_____ for the following service(s) (describe): _____.

The Fee shall be due if, during the term of this Agreement, Buyer enters into a contract to acquire a property of the type described above through services of Broker or otherwise. The Fee shall also be due to Broker if the real property is shown or described to Buyer by Broker during the term of this Agreement and Buyer obtains title thereto within ____ days after the expiration of this Agreement unless Buyer has entered into a subsequent buyer brokerage agreement with another real estate brokerage firm. The Fee shall be payable to Broker on the earlier of transfer of title or any action or default by Buyer which results in Buyer's not obtaining title to the Property. Buyer's obligation to pay the Fee shall survive termination of this Agreement. Any compensation received by Broker from a listing firm or seller in excess of the Fee shall be paid to and retained by Broker even though said amount may exceed the Fee. Broker shall promptly disclose any selling bonus to Buyer prior to contract ratification. Buyer shall not modify Broker's Fee in any real estate purchase contract.

6. **RECORDING IN A PROPERTY:** Buyer should be aware that an owner may utilize audio and/or video devices to monitor their property. Buyer should not discuss negotiation strategies or other confidential information within a property. Buyer hereby releases Broker, its agents and employees, from any liability which may result from any recordings occurring within a property.

7. **E-SIGN:** In accordance with the Uniform Electronic Transactions Act, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Agreement.

Witness the following duly authorized signatures:

_____/_____
Date Buyer

_____/_____
Date Buyer

Broker: _____
(insert name of firm above)

By (signature): _____

Print name: _____

Date: _____