



EXCLUSIVE BUYER AGENCY AGREEMENT

The undersigned *Buyer hereby appoints _____ Agency on this date, _____, as Buyer's Exclusive Agent for the purpose of assisting Buyer in purchases, options, exchanges, leases or trades of property generally described as

PROPERTY DESCRIPTION. (LOCATION, GENERAL FEATURES DESIRED)

Said purchase, lease or exchange of property should be in the price range of \$ _____.

EFFECT OF EXCLUSIVE BUYER AGENCY AGREEMENT. By appointing Broker as Buyer's exclusive agent, Buyer agrees to conduct all business and negotiations for property through Broker, and to refer to Broker all inquiries received from real estate brokers, salespersons, prospective Sellers, lessors, or any other source during the time this agreement is in effect. The Buyer agrees to pay to Broker a fee for professional services in the amount of \$ _____ or _____ % of the purchase price if the Buyer or any person or entity acting on Buyer's behalf purchases, options, exchanges, leases or trades any property, through the efforts of anyone including the Buyer, where an agreement was entered into during the term of this agreement. The Buyer will also pay the fee to the Broker if the Buyer or any other person or entity acting on Buyer's behalf purchases any property where 1) an agreement to purchase the property was entered into within _____ months after the expiration or rescision of this agreement or any extensions or renewal thereof and, 2) the Buyer was introduced to the property by Buyer's Agent. If Seller's Agent is authorized to disburse a portion of the commission to Broker, that portion shall be credited against Buyer's obligation to compensate Broker. The Buyer shall be obligated to pay any difference between the amount due and the amount paid by the Seller and/or Seller's Agent. Buyer understands and agrees that the commission payable by Buyer to Broker under this agreement shall be deemed earned by broker and payable upon Buyer's purchase, option, exchange, lease or trade of real estate whether or not Broker was involved in the transaction. Broker's fee shall be disbursed at closing by the settlement agent.

THIS AGREEMENT SHALL BE IN EFFECT FROM _____, 20__ through _____, 20___. Upon full execution of a contract for sale and purchase of the property, all rights and obligations of this contract will automatically extend through the date of the actual closing of the contract for sale and purchase. Upon signing this agreement, client shall pay \$ _____ to retain agency's services during this period. This retainer is nonrefundable and is earned when paid. In the event of a transaction by Buyer under the terms of this agreement, retainer fee will be applied as a credit against the total earned commission due the Broker.

BUYER'S OBLIGATION, Buyer will cooperate with Buyer's Agent by providing all information necessary to evaluate the Buyer's needs and qualifications, including personal financial information, cooperation in scheduling appointments for showings, and, **notify other licensees at first contact that buyer is being exclusively represented by Buyer Agent.**

BROKER'S REPRESENTATION AND SERVICE. Broker will utilize his/her professional knowledge to make a good faith effort to locate available real property as described by the Buyer in the property description. Broker will assist Buyer throughout the transaction and will act at all times in the Buyer's interest. At time of initial contact, Broker shall inform all prospective Sellers and their agents with whom Broker has contact in connection with this agreement that Broker is acting on behalf of a Buyer-principal. (As required by Rea 701.01 of the NH Real Estate Commission Regulations).

BROKER'S ROLE. Buyer acknowledges that Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector or other professional service provider. Buyer has been advised to seek professional advice concerning the condition of the property and legal and tax matters.

DISCLOSED DUAL AGENCY, Buyer acknowledges that from time to time real estate agents may elect to represent Sellers and may represent both the Buyer and Seller in a transaction but only with the knowledge and written consent of both the Buyer and Seller. If the agent obtains written consent to represent both Buyer and the Seller, there is a limitation on agent's ability to represent either party fully and exclusively. Information obtained within the confidentiality and trust of the fiduciary relationship with one party must NOT be disclosed to the other party without prior consent of the party adversely affected by the disclosure.

OTHER BUYERS. Other potential buyers may be interested in the same properties as Buyer; it is agreed that Broker may represent those buyers whether such representation may arise prior to, during, or after the end of this agreement. In such a situation Broker will not disclose to either buyer the terms of the other's offer.

ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the parties and any prior agreement, whether oral or written, have been merged and integrated into this agreement.

ADDITIONAL PROVISIONS

THIS SERVICE IS OFFERED WITHOUT RESPECT TO RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, SEXUAL ORIENTATION, OR NATIONAL ORIGIN. (I) (WE) HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

(Buyer) Date (Agent) Date

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*The term Buyer shall be construed to include buyer, heirs, personal representatives, administrators and assigns.