Buyer Broker Agreement

This **Buyer Broker Agreement** (“***Agreement***”) is entered into on _____ (“***Effective Date***”) by and between the following parties:

Broker

_____

_____ _____

_____ _____ _____ _____

_____ _____

Buyer

_____

_____ _____

_____ _____ _____ _____

_____ _____

Broker and Buyer may be referred to individually as a “***Party***” and collectively as the “***Parties.***”

WHEREAS, Brokerage (“***Broker***”) is a licensed real estate brokerage engaged in the business of representing clients in the purchase and sale of real property;

WHEREAS, Buyer (“***Buyer***”) desires to purchase real property and wishes to obtain professional brokerage services in locating, evaluating, and negotiating the acquisition of suitable property;

WHEREAS, Broker possesses the experience, market knowledge, and professional resources necessary to assist Buyer in identifying potential properties and facilitating the purchase process;

WHEREAS, Buyer desires to retain Broker as Buyer’s real estate broker for the purpose of locating and assisting in the acquisition of property that meets Buyer’s requirements during the term of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth in this Agreement, the Parties agree as follows:

1. Purpose of the Agreement

The purpose of this Agreement is to establish the terms under which Broker will act as Buyer’s real estate broker in locating, evaluating, and negotiating the purchase of real property. The Parties intend for Broker to represent Buyer’s interests in connection with the acquisition of property meeting Buyer’s requirements during the term of this Agreement.

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2. Scope of Representation

Broker agrees to provide professional real estate brokerage services to assist Buyer in identifying and purchasing real property. Broker's services may include:

- Identifying and presenting available properties that may meet Buyer's criteria
- Arranging property showings and inspections when appropriate
- Providing market information and property-related data reasonably available to Broker
- Assisting Buyer in preparing purchase offers and related documentation
- Communicating with sellers, listing agents, and other relevant parties
- Assisting in negotiations relating to purchase price and contract terms
- Coordinating with lenders, inspectors, title companies, and other professionals involved in the transaction when necessary

Broker will perform these services using reasonable skill and care consistent with professional real estate brokerage practices.

3. Buyer's Obligations

Buyer agrees to cooperate with Broker in good faith during the term of this Agreement. Buyer's responsibilities include:

- Providing accurate information regarding Buyer's financial capability, property preferences, and purchase timeline
- Promptly communicating decisions regarding properties presented by Broker
- Working exclusively through Broker for property inquiries, showings, negotiations, and purchase offers for properties that fall within the scope of this Agreement
- Informing Broker if Buyer becomes aware of properties that may be of interest

Buyer agrees not to engage another brokerage to represent Buyer in purchasing property during the term of this Agreement unless this Agreement is terminated in accordance with the Termination clause.

4. Term of Agreement

This Agreement begins on _____ and will remain in effect until _____, unless earlier terminated in accordance with the Termination clause.

The Parties may extend the term of this Agreement by written mutual consent.

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5. Property Criteria

Broker will assist Buyer in locating properties that generally meet the following criteria:

Category	Description
Property Type	
Location	
Price Range	
Minimum Requirements	
Additional Preferences	

Buyer understands that property availability depends on market conditions and Broker does not guarantee that a property meeting all criteria will be located.

6. Broker Compensation

Broker's compensation for services under this Agreement will be the amount specified below:

Compensation Structure:

Broker will be entitled to compensation equal to _____% of the final purchase price or _____, whichever applies, if Buyer purchases a property during the term of this Agreement with Broker's assistance.

Broker's compensation is typically paid from the proceeds of the real estate transaction by the seller or the listing brokerage. If compensation offered by the seller or listing brokerage is less than the amount specified in this Agreement, Buyer agrees that Buyer may be responsible for paying the difference at closing unless otherwise agreed in writing.

Broker's compensation becomes earned when Buyer enters into a binding purchase agreement for a property during the term of this Agreement.

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7. Exclusive Representation

During the term of this Agreement, Buyer appoints Broker as Buyer's exclusive real estate broker for the purpose of purchasing property within the criteria described in the Property Criteria section.

If Buyer purchases property meeting the general criteria described in this Agreement during the term, Broker will be entitled to the compensation described in the Broker Compensation clause, regardless of whether Broker directly introduced the property.

8. Broker Duties

Broker agrees to:

- Act in good faith and with reasonable care in representing Buyer
- Disclose known material facts regarding properties that could affect Buyer's decision to purchase
- Maintain the confidentiality of Buyer's personal or financial information unless disclosure is required to facilitate the transaction or required by law
- Avoid conflicts of interest where reasonably possible and disclose any known potential conflicts

Broker does not guarantee the condition, suitability, or future value of any property.

9. Buyer Acknowledgments

Buyer acknowledges that:

- Real estate market conditions may change during the term of this Agreement
- Broker relies on information provided by third parties such as sellers, public records, inspectors, and other professionals
- Buyer is responsible for obtaining independent professional advice regarding inspections, financing, tax matters, and legal matters related to the purchase of property

10. Dual Representation

In some circumstances, Broker or Brokerage may represent both the buyer and the seller in the same transaction if permitted by applicable law and with the informed consent of both parties.

If such a situation arises, Broker will disclose the circumstances to Buyer and obtain Buyer's written consent before proceeding with dual representation.

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11. Termination

This Agreement may be terminated as follows:

Termination by Mutual Agreement

The Parties may terminate this Agreement at any time by written mutual consent.

Termination for Cause

Either Party may terminate this Agreement if the other Party materially breaches its obligations under this Agreement and fails to correct the breach within _____ days after receiving written notice describing the breach.

Termination Without Cause

Either Party may terminate this Agreement without cause by providing _____ days' written notice to the other Party.

Termination of this Agreement does not affect Broker's right to compensation for transactions entered into during the term of this Agreement.

12. Governing Law

This Agreement will be governed by and interpreted in accordance with the laws of _____, without regard to its conflict of law rules.

Any dispute arising from this Agreement will first be addressed through good faith negotiation between the Parties before either Party pursues formal legal remedies.

13. Entire Agreement

This Agreement constitutes the entire understanding between the Parties concerning Broker's representation of Buyer and supersedes all prior discussions, negotiations, or understandings related to the subject matter of this Agreement.

Any amendment to this Agreement must be made in writing and signed by both Parties.

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14. Notices

Any notice required under this Agreement must be provided in writing and delivered by one of the following methods:

- Personal delivery
- Certified or registered mail
- Recognized courier service
- Electronic mail with confirmation of receipt

Notices must be sent to the addresses listed below or to any updated address provided by a Party in writing.

By signing below, the Parties acknowledge that they have read and understood this Agreement and agree to be bound by its terms.

Broker

Name

Date

Signature

Buyer

Name

Date

Signature

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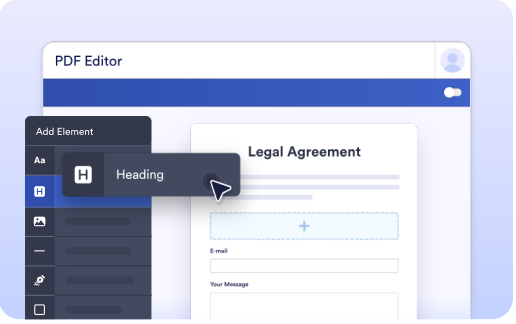
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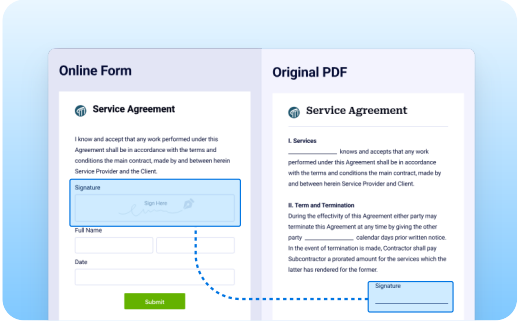
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