

Exclusive Buyer Broker Contract

Broker: _____ (“Broker”)

Broker’s Address: _____

Buyer: _____ (“Buyer”)

Buyer’s Address: _____

1. **Purpose:** Buyer has employed the services of Broker to assist Buyer in purchasing real estate as described in Paragraph 2. Broker’s services shall include, but not be limited to, consulting the desirability of properties, formulating acquisition strategies, and negotiating offers to purchase. In the event that 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, Broker may have affiliated agent(s) and associate brokers who are also licensed in other regulated Michigan occupations, for purposes of this agreement and regardless of additional licenses held by Broker Affiliates, Buyer acknowledges that Broker is acting only in the capacity of real estate broker/agent, is not acting as an attorney, tax advisor, land surveyor, home inspector, flood zone & flood insurance expert or advisor, appraiser, environmental expert, structural engineer, or mechanical engineer, and that Buyer is advised to contact professionals on these matters.
2. **Property:** Buyer desires to purchase real property meeting the following basic criteria (“Desired Property”)
Property Type: _____
Property Style: _____ Price Range: _____
Other Criteria: _____
3. **Term/Cancellation:** Buyer hereby engages Broker and grants to Broker the exclusive rights and authority to negotiate for the purchase of real property identified which shall begin on _____, 200__ and shall continue until midnight on _____, 200__.
4. **Broker Role:** Duties of Appointed Agent.
 - (a) Broker shall search for properties broadcast through the Multiple Listing Service to which Broker belongs., Broker shall search for any other property Buyer identifies in writing. Broker shall not be obligated to search for desired properties which are For Sale by Owner.
 - (b) It is understood and agreed by the parties hereto that Broker/Agent shall at all times be deemed to be an Independent Contractor and Buyer shall have a limited right to control Broker in the conduct of it’s activities in the performance of this Agreement. Broker shall be governed by the Michigan real estate license law, the regulation of the Michigan Real Estate Commission and other laws applicable to real estate brokers and salespersons.
 - (c) Broker with Buyers consent may name additional Appointed Agent(s) for Buyer from time to time if the Appointed Agent is unable to fulfill the terms of this Agreement or by agreement between Broker and Buyer. An appointment of another Appointed Agent does not relieve the original Appointed Agent of any duties owed to Buyer.
5. **Buyer’s Responsibilities:** Buyer agrees to:
 - (a) View and purchase property exclusively through Appointed Agent(s) during the term of this agreement.
 - (b) Furnish Appointed Agent on a timely basis with any necessary personal and/or financial information to assist in locating the Desired Property and ensure Buyer’s ability to purchase.
 - (c) Authorized Appointed Agent(s) to negotiate with the owners of property or persons working on behalf of said owners. Buyer specifically authorizes Broker to negotiate for the payment of Broker’s real estate commission by the sellers of the property at the rate agreed upon in paragraph 10.
6. **Retainer Fee:** Buyer has paid a retainer fee of \$ N/A, receipt whereof is hereby acknowledged by Broker. Buyer understands and acknowledges that disbursement of the retainer fee can occur only as follows:
 - (a) To be converted to Buyer as a credit toward down payment or closing costs on the date of the closing of a property purchased pursuant to this agreement.
 - (b) To be retained by Broker in the event that Buyer breaches any of his obligations under this agreement.
7. **Early Termination:** Buyer shall have the right to terminate this Agreement at any time by giving Broker ten days advance written notice thereof, in which event Buyer understands and agrees that Broker shall retain the retainer fee as compensation for services rendered; however, this shall not limit Broker’s remedies under paragraph 10.
8. **Conflict Of Interest (Buyer):** Buyer acknowledges that Broker may represent other buyers desirous of purchasing property similar to the Desired Property . Broker shall not disclose information regarding Buyer’s interest, offer, or desire to purchase property to any other buyer(s), further, Broker is under no obligation to Buyer to reveal similar

information regarding other buyer(s) or other clients.

9. **Conflict Of Interest (Sellers):** In the event Buyer elects to make a bona fide offer on real property listed by Broker, (a) X Broker shall act as disclosed dual agent of both Buyer and the owner of the real property listed by Broker, or (b) _____ Broker shall act as a transaction coordinator to facilitate the transaction and not as an agent for either the Buyer or the owner of real property listed by Broker. In either event, Broker shall be entitled to any fees owed by Buyer/Seller under this agreement. INITIALS _____/_____. By initialing this paragraph, Buyer acknowledges that these provisions have been reviewed, understood and accepted.

10. **Compensation To Broker:** In the event that the owner of any property with whom Buyer enters into an enforceable Purchase Agreement during the term of this Agreement, does not agree to pay Broker's real estate commission then Buyer shall pay Broker a commission of:

- (a) 3.0% of the purchase price of each property purchased, or
- (b) N/A Flat fee, due and payable at closing.

The party closing this transaction is authorized to collect for, and to pay to, Broker such monies as may be owed to Broker by Buyer, and to require Buyer to bring this professional fee to closing as part of the proceeds to be collected. Furthermore, in the event that during the 180 day period following expiration or termination of this Agreement Buyer purchases any property identified to Buyer by Broker during the term of this Agreement, then Buyer shall promptly pay Broker the commission stated in this paragraph.

11. **Condition Of Property:** Buyer is not relying on Broker to determine the suitability of any Desired Property for the Buyer's purposes or regarding the environmental or other conditions, or the value of the Desired Property, Buyer understands that Broker has had only casual contact with the property and has no basis for evaluating the property condition other than based on information provided by the seller. Buyer will not rely on any statement made by the Broker regarding the condition or value of the property, and will under no circumstances hold Broker liable for any loss or damage resulting from same. Broker has no duty to inspect or appraise the property or determine boundaries, legal description, or condition of title. Buyer hereby knowingly waives, releases and relinquishes any and all claims or causes of action against Broker and Broker's agents arising out of the condition of the property.

12. **Cost Of Services:** Broker will not obtain Buyer expense products or services from outside sources (e.g. surveys, soil tests, title reports, inspections, etc.) without prior consent of Buyer. Buyer agrees to pay all costs for products or services obtained.

13. **Indemnification Of Broker:** Buyer agrees to indemnify Broker and to hold Broker harmless on account of any and all costs and damages arising out of this agency contract (providing Broker is not at fault) including, but not limited to attorney's fees reasonably incurred by Broker.

14. **Non-Discrimination:** It is agreed by all parties to this Agreement, required by law, discrimination because of religion, race, color, national origin, age, sex, handicap, familial status, marital status, height or weight by said parties in respect to purchase Desired Property is prohibited.

15. **Exclusive Agent:** Buyer hereby states that he/she has not entered into an Exclusive Buyer Contract with any other Broker which is in conflict with this Agreement.

16. **Binding Arbitration Election:** By their signature, the parties to this Agreement expressly agree that any dispute relating to this Agreement or any breach thereof, or to the relationship created by this Agreement, shall be settled by binding arbitration through the American Arbitration Association. The decision of any arbitration(s) shall be binding to all parties. The cost of any arbitration matter shall be paid by the non-prevailing party, both parties agree that there shall be no appeal from the arbitration decision.

Buyer's Signature: _____

Agent's Signature: _____

17. **Additional Conditions:** _____

18. **Receipt And Acceptance; Receipt Of A Copy Of This Agreement Is Hereby Acknowledged By Buyer**

The above proposition is hereby accepted _____ on the _____ day of _____, 200__.

_____(Company Name) Buyer: _____

By _____(Broker or Agents) Buyer: _____

Print/Type Name: _____

Telephone: _____

Fax Phone: _____