

COLDWELL BANKER SCHMIDT REALTORS
BUYER-BROKER AGREEMENT
PAGE 1 OF 2

1. EXCLUSIVE RIGHT TO REPRESENT: The Buyer(s) ("Client") hereby grants to _____ and its associated salespersons, ("Broker"), the exclusive right to assist Client in purchasing the real estate of the type described below. Broker pledges best efforts and due diligence in the performance of this professional real estate service.

Broker Address: _____ Phone #: _____

2. TERM OF AGREEMENT: From ____/____/____ To ____/____/____.

3. BROKER'S ROLE: Broker's services shall include consulting with Client regarding the desirability of particular properties and the availability of financing; formulating acquisition strategies; and negotiating purchase agreements. **Client acknowledges that Broker is NOT an appraiser, financial expert, structural and mechanical engineer, expert with respect to the structural or physical condition of properties, environmental expert, surveyor, or tax advisor, and that Client has been advised to contact other professionals for assistance with matters within the expertise of such professionals.**

4. CLIENT'S ROLE: Client agrees to: 1) work exclusively with Broker during the term of this agreement; 2) inspect property (subject to the limitations set forth in Section 3 only with Broker; 3) refer to Broker any and all inquiries about real property, listed or unlisted, during the term of this agreement; 4) provide Broker with such information as Broker reasonably deems necessary to perform Broker's duties; 5) make him/her self available to meet with Broker to view properties; 6) disclose to other agents at first contact that Broker represents Client.

5. CONDITION OF PROPERTY: Client agrees to HOLD BROKER HARMLESS FROM ANY CLAIMS ARISING OUT OF THE CONDITION OF THE PROPERTY. Broker recommends that Client obtain an independent inspection to ascertain the condition of the property.

6. PROPERTY SEARCH PARAMETERS: Approximate price range; from \$_____ to \$_____. Broker shall search the MLS inventory and shall investigate other properties identified by Client to Broker in writing.

GENERAL LOCATION AND TYPE OF PROPERTY DESIRED:

7. BROKERAGE FEE: If Client purchases any property(s) during the term of this agreement, Client agrees to compensate Broker for services rendered _____ % of the price procured for the Property plus a \$295 administrative fee, or a minimum commission of \$_____. The Brokerage Fee will be paid at closing, less any retainer fee previously paid by Client. The Brokerage Fee shall be payable with respect to any property purchased by Client during the term of this agreement and for a period of _____ months following the expiration of this agreement for those properties of which Client was made aware through REALTOR's® efforts (unless Client has entered into a Buyer-Broker or other compensation agreement with another Broker following the expiration of this Agreement).

HOW THE BROKERAGE FEE IS PAID: It is anticipated that any offer to purchase submitted by Client will require the Brokerage Fee to be paid by the Seller(s) or Seller's Broker. Broker will indicate to Client how the Brokerage Fee will be paid prior to submitting a purchase offer to the Seller. The \$295 administrative fee will be paid by the Buyer even if the Seller pays the sales commission.

8. OTHER POTENTIAL BUYERS: Client authorizes Broker to offer other potential purchasers the opportunity to view and offer to purchase the same or similar properties during and after the expiration of this Agreement.

COLDWELL BANKER SCHMIDT REALTORS
BUYER-BROKER AGREEMENT
PAGE 2 OF 2

9. AGENCY RELATIONSHIPS AND IN-HOUSE SALES: Client acknowledges that a Dual Agency relationship may occur if Client wishes to consider a property listed by the Broker's company. Such relationship shall only occur with both Buyer's and Seller's prior written consent, documented in a separate Dual Agency Agreement. Client [does / does not] accept the option of Dual Agency.

10. NON-DISCRIMINATION CLAUSE: Client and Broker will not discriminate because of religion, race, color, national origin, age, sex, handicap or familial or marital status in connection with purchase of the desired property.

11. DEFAULT: If a sale is not consummated because Client fails or refuses to perform in accordance with the terms of an executed purchase contract, the full brokerage fee shall be due Broker, for professional services rendered. **If the Seller fails to close with no fault on the part of Clients, then the brokerage fee shall be waived with respect to that transaction only.**

ADDITIONAL CONDITIONS:

This is a Legal Document. It is recommended to the Client that an Attorney be retained to pass upon the marketability of the title to the property involved and to confirm that the terms of this Agreement and any Purchase and Sale Agreement are met.

ELECTRONIC TRANSACTIONS: The parties agree to conduct this transaction by electronic means. This Agreement may be executed by providing an electronic signature under the terms of the Uniform Electronic Transactions Act. It may not be denied legal effect or admissibility as evidence solely because it is in electronic form, permits the completion of the business transaction referenced herein electronically instead of in person, or has been stored electronically. As an alternative to physical delivery, any document, including any signed document or written notice may be delivered in electronic form only by the following indicated methods: Facsimile Email Internet No Electronic Delivery. Documents with original signatures shall be provided upon request of any party.

Buyer/Client Signature Date _____

Buyer/Client Signature Date _____

Buyer/Client Address _____

Buyer/Client Phone Numbers _____

Broker/Agent Signature Date _____