

**BUYER AGENCY AGREEMENT  
EXCUSIVE RIGHT TO REPRESENT**

This Buyer Agency Agreement, Exclusive Right to Represent ("agreement"), is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between, \_\_\_\_\_ Buyer, whose address is \_\_\_\_\_ and Broker, whose address is \_\_\_\_\_

**L Retainer Period.** Buyer retains Broker, as Buyer's exclusive agent, to locate property of the type described below and to negotiate terms and conditions for its purchase acceptable to Buyer, for a period commencing on \_\_\_\_\_ 20\_\_\_\_, and terminating at midnight on \_\_\_\_\_ 20\_\_\_\_

**Property** \_\_\_\_\_

2. **Retainer.** Upon signing this Agreement, Buyer has paid to Broker a retainer of\$ \_\_\_\_ (none it not inserted), to be (a) applied to Broker's fee at closing or refunded to Buyer if Broker's fee is fully paid by seller or (b) retained by Broker as compensation for Broker's services if Buyer does not buy any property to which this Agreement is applicable.
3. **Broker's Obligations.** Broker agrees to use due diligence and professional knowledge and skill in locating property meeting the Buyer's criteria, and shall act for Buyer's interest in negotiating the terms and conditions for the purchase of the property.
4. **Protection Period.** Buyer agrees to pay Broker the fee as described in section 2. If the Buyer acting as his own agent, within \_\_\_\_\_ days after the termination date, purchases or agrees to purchase property whether individually or in combination with another, to which the Buyer was introduced or from Seller to whom Buyer was introduced during the term, this clause shall be null and void, if, after expiration of this Exclusive Right to Represent buyer contract, the Buyer has signed a contract of representation with another Broker.
5. **Extension.** If a Contract to Purchase is entered into by Buyer before the expiration of this contract, the term shall be extended until final disposition of the Contract to Purchase.
6. **Brokerage Fee.** In any transaction in which Broker is entitled to a fee as set forth in paragraph 2, Broker's fee will be in the amount of \_\_\_\_\_ (insert dollar amount or percentage of total sales price). Payment of the fee shall be satisfied first from any compensation offered by the listing Broker. If the property is not listed with real estate Broker, Broker will attempt to negotiate for payment of the fee by the Seller. If the full amount of Broker's fee is not covered by the compensation offered by the listing Broker or negotiated with the Seller, Broker shall so inform Buyer at the time of preparation of Buyer's offer, and the difference shall be paid by Buyer from Buyer's own funds.
7. **Other Potential Buyers.** Buyer understands that other potential buyers may consider, make offers on, purchase, lease, or otherwise acquire through Broker the same or similar properties as Buyer is seeking to acquire. Buyer consents to Broker's representation of such other potential buyers before, during and after expiration of this Agreement.

Buyer's Initials \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

- 8. Fair Housing Statement.** This Agreement shall be performed in accordance with the Ohio Fair Housing Law (Sections 4112.02(H) of the Ohio Revised Code) and the Federal Fair Housing Law (42 U.S. C.A., Section 3601), pursuant to which it is illegal to refuse to sell , transfer, assign, rent , lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin; or to so discriminate in advertising the sale or rental of housing, in the finance of housing, or in provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.
- 9. Company Policy Disclosure.** Buyer (check one) has \_\_\_ \_ has not \_\_\_ received Broker's written disclosure of its company policy on agency relationships.

Agent \_\_\_\_\_ Company \_\_\_\_\_

Date .....

Buyer \_\_\_\_\_ Buyer \_\_\_\_\_

Phone ..... Phone .....

Other requirements and/ or Special Stipulations: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Purchaser

Date: .....

\_\_\_\_\_  
Purchaser

Address -----

Buyer Agency Agreement Page 2 of 2



Form Approved by Springfield Board of REALTORS®

