



Notice: Section 15 of the Texas Real Estate License Act requires all Licensees to obtain written consent from Buyer and Seller to act as an Intermediary.

RESIDENTIAL BUYER REPRESENTATION AGREEMENT
EXCLUSIVE RIGHT TO BUY

BROKER: Ebby Halliday Real Estate, Inc.
d/b/a Ebby Halliday, REALTORS®,
Dave Perry-Miller Real Estate, and
Williams Trew Real Estate

BUYER: _____
ADDRESS: _____

SALES ASSOCIATE: _____ TELEPHONE: _____
ADDRESS: _____ FAX NUMBER: _____
TELEPHONE: _____ ADDITIONAL NUMBERS: _____
FAX NUMBER: _____
ADDITIONAL NUMBERS: _____ E-MAIL: _____

E-MAIL: _____

MARKET AREA(s):

Select One or More:

- City or area of city: _____
County: _____
Specific Property or Properties (Address): _____

TERM: COMMENCEMENT DATE: _____, _____ EXPIRATION DATE: _____, _____

PROFESSIONAL SERVICE COMPENSATION: _____ % of gross purchase price of property.

RETAINER COMPENSATION: \$ _____ .

1. APPOINTMENT OF BROKER. Effective upon the Commencement Date and continuing through the Expiration Date, or earlier upon Buyer's purchase of a property within the Market Area, Buyer appoints Broker as Buyer's exclusive agent to represent and assist Buyer in the purchase or acquisition of property within the Market Area.

- Name any employer, relocation company, or other entity that will provide benefits to Buyer when acquiring property in the market area. _____

2. PROFESSIONAL SERVICE COMPENSATION.

(a) The Professional Service Compensation (the "Compensation") is earned when Buyer enters into a contract for the purchase of property within the Market Area prior to the Expiration Date or within 120 days after the Expiration Date for any property within the Market Area provided that (i) Broker, within 15 days after the Expiration Date has given Buyer a written list of all properties shown to Buyer within the Market Area during the term of this agreement and (ii) Buyer has not entered into another representation agreement with a Texas licensed real estate broker for properties within the Market Area.

(b) As used herein, the term Seller shall include a builder or an owner selling property without a broker. The Compensation shall be disbursed by the title company escrow agent. Broker shall apply as a credit to the Compensation due from Buyer such payments Broker may receive from a Seller or Listing Broker.

(c) Broker may divide the Compensation on any terms acceptable to Broker with any other licensed broker, including a broker representing any company in an Affinity program in which Broker is participating. All Professional Service Compensations are negotiable. Broker may also accept any additional bonus which may be paid by Seller or any third party as an incentive for the sale of Property.

(d) In the event Buyer should purchase an unimproved lot, the Professional Service Compensation shall be paid to Broker calculated upon the cost of the lot and the total cost of improvements which Buyer intends to construct, provided that Broker has helped procure the builder to construct such improvements.

(e) The Retainer Compensation is non-refundable but shall be credited to any Professional Service Compensation due under this agreement.

3. **AGENCY RELATIONSHIP.** Buyer hereby acknowledges receipt of the publication entitled INFORMATION ABOUT BROKERAGE SERVICES. Broker shall exclusively represent Buyer in all transactions other than for the purchase of property listed for sale by Broker. For properties listed for sale by Broker, Buyer agrees and consents to the following agency relationship with Broker:

Initial
One

A. Intermediary Status With Two Appointed Licensees for Buyer and Seller: Buyer wishes to see properties listed for sale by Broker and consents that should a transaction for the purchase of such a property result, Broker shall be authorized to act as an intermediary through the appointment of separate "Appointed Licensees" to work with and carry out instructions of each party. As an intermediary with separate Appointed Licensees for each party, Broker (1) shall treat all parties honestly; (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner; (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property and (5) will, through its Appointed Licensees render professional advice and opinions to each party. Broker will appoint all of Broker's licensees to communicate with and carry out the instructions of the parties and will appoint principal Appointed Licensees for both Seller and Buyer in a sales transaction.

B. Intermediary Status With Only One Licensee Working with Buyer and Seller: Buyer wishes to see properties listed for sale by Broker, including properties listed by Sales Associate. Buyer consents that should such a transaction for the purchase of such a property result, Broker shall be authorized to act as an Intermediary with Sales Associate acting solely as an "Intermediary Representative" of Broker, working with both Buyer and Seller. In such a transaction, Broker (1) shall treat all parties honestly; (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner; (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property, and (5) will not render professional advice or opinions to either party so as to remain fair and impartial to both parties, however may provide information and assistance. All sales associates of

Broker working with Buyer shall be representatives of the Broker acting as Intermediary Representatives.

C. Intermediary Status as Both A and B Above. Buyer consents that Broker may act as an Intermediary as set forth above in paragraphs A and B.

D. No Intermediary Status. Buyer does not wish to be shown or to enter into a transaction for any property listed for sale by Broker.

4. **COMPETING REPRESENTATION.** Buyer acknowledges and understands that Broker may be representing other prospective buyers competing for some of the same or similar properties being shown by Broker to Buyer. Buyer consents to such competing representation by Broker of such other prospective buyers.

5. **LIMITATION OF LIABILITY.** Neither Broker nor any other broker, or their associates, is responsible or liable for Buyer's personal injuries or for any loss or damage to Buyer's property that is not caused by Broker. Buyer will hold broker, any other broker, and their associates, harmless from any such injuries or losses. Buyer will indemnify Broker against any claims for injury or damage that Buyer may cause to others or their property.

6. **MISCELLANEOUS PROVISIONS.**

- a. Broker and Broker's salespersons shall perform their obligations without regard to race, color, religion, national origin, marital status, sex, disability, familial status, sexual orientation or gender identity. Local ordinances may provide for additional protected classes.
- b. In any suit to enforce this agreement the prevailing party shall be entitled to recover reasonable attorney fees. Exclusive venue for enforcing this agreement shall be the county in which the Market Area is located.
- c. This Agreement contains the entire agreement of the parties and shall not be modified except in writing.
- d. In the event that Buyer executes a contract to purchase Property, Buyer should either have the abstract covering the real property which is the subject of the Contract examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.
- e. Buyer is advised to engage a licensed inspector to inspect any property prior to closing which Buyer may contract to purchase. Broker is not an inspector and does not provide inspection services.
- f. In a purchase transaction, Broker will rely upon written information provided by a seller, listing broker, or through the Multiple Listing Service.
- g. Broker cannot give legal advice. This is a binding legal document. Read it carefully and if you do not understand it, consult an attorney.

7. **NOTICES TO BUYER.**

- (i) Square Footage. If Buyer bases an offer on square footage, measurements, or boundaries, Buyer should have those items independently measured to verify any reported information which is often unreliable.
- (ii) Cyber Security. Buyer should not wire transfer any funds at any time without initiating a telephone call to the transferor to confirm wiring instructions, as email confirmation may not provide sufficient security.

EXECUTED on this _____ day of _____, _____.

BROKER EBBY HALLIDAY REAL ESTATE, INC. d/b/a Ebby Halliday, REALTORS®, Dave Perry-Miller Real Estate and Williams Trew Real Estate	BUYER: _____ Printed Name _____ Address _____ _____
_____ By Associate _____ Broker License #: 257740	BUYER: _____ Printed Name _____ Address _____ _____