



# TALLAHASSEE BOARD OF REALTORS®, INC. BUYER REPRESENTATION AGREEMENT



(REVISED NOVEMBER 2018)

PARTIES: \_\_\_\_\_ BUYER  
\_\_\_\_\_ REALTOR®

BUYER grants to REALTOR® the exclusive right to work with and assist the BUYER in locating and negotiating the purchase of real estate in \_\_\_\_\_ County(ies) per the following terms and conditions:

**NOTE: Unless otherwise agreed in writing, REALTOR® will act as a Transaction Broker during the term of this agreement.**

**1. TERM OF AGREEMENT:**

This agreement will begin \_\_\_\_\_ and will terminate \_\_\_\_\_.

- A) If BUYER enters into an agreement to purchase property and that contract is in effect on the termination date, this agreement will continue in effect until the transaction closes or is otherwise terminated.
- B) In the event the Buyer decides not to purchase real estate, REALTOR® may agree to terminate this agreement. If REALTOR® agrees to terminate, termination will be in writing and BUYER will pay REALTOR® a termination fee of \_\_\_\_\_.
- C) REALTOR® may, at REALTOR'S® discretion, cancel this Agreement upon \_\_\_\_\_ (if blank, 15) days written notice to the BUYER.
- D) If BUYER or any other person or entity acting for BUYER, within 90 days of the expiration or termination of this agreement, enters into a contract to purchase any real estate shown by REALTOR® to BUYER during the term of this agreement, the BUYER shall pay the REALTOR® the compensation provided for in this agreement.

**2. BROKER'S RESPONSIBILITIES:**

REALTOR® will use professional skill, resources and knowledge to assist BUYER with locating, and/or reviewing, real estate that meets BUYER'S requirements. REALTOR® will personally show or directly facilitate showings during reasonable hours given reasonable notice, and will gather pertinent disclosures and other information on properties under consideration by the BUYER. REALTOR® will also assist the BUYER by preparing and submitting offers, and will provide expertise and advice through the closing process.

**3. BUYER'S RESPONSIBILITIES:**

BUYER shall work exclusively through REALTOR® for the purchase of real estate. BUYER grants to REALTOR® the exclusive right to locate and assist in negotiating the purchase of real estate covered under this agreement, and BUYER agrees to cooperate with REALTOR® in accomplishing the objectives of this Agreement. If BUYER contacts or is contacted by a SELLER or another real estate licensee or views a property unaccompanied by REALTOR®, BUYER will advise the SELLER or real estate licensee that BUYER is working with and will purchase property exclusively through REALTOR®.

**4. COMPENSATION TO REALTOR®:**

For listed property REALTOR® will first seek compensation from the listing broker, seller or builder (whichever applies). In the event compensation is not available, the BUYER will pay the REALTOR® compensation of \_\_\_\_\_ % of the purchase price or \$ \_\_\_\_\_.

Initials: \_\_\_\_\_  
\_\_\_\_\_



**5. SPECIAL CLAUSES:**

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**6. ATTORNEY FEES AND COSTS:**

In connection with any litigation concerning this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs from the non-prevailing party at all trial and appellate levels.

**7. ACKNOWLEDGEMENT; MODIFICATIONS:**

This agreement constitutes the entire agreement between the parties and any amendments or modifications shall be in writing and signed by all parties. Signature of REALTOR® shall serve as acceptance for BROKER.

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

PHONE \_\_\_\_\_

PHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

EMAIL \_\_\_\_\_

REALTOR \_\_\_\_\_ DATE \_\_\_\_\_

AGENT LICENSE # \_\_\_\_\_

PHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

COMPANY LICENSE # \_\_\_\_\_