



EXCLUSIVE BUYER REPRESENTATION AGREEMENT



1 _____ (BUYER)
 2 hereby irrevocably grants BROKER of _____ (Brokerage)
 3 exclusive authorization to assist BUYER with the negotiation and acquisition of real property described below on the
 4 following terms and conditions. This Agreement will begin on _____ and terminate on _____

6 DESCRIPTION OF PROPERTY TO BE ACQUIRED

7 ☒ Residential ☐ Land ☐ Commercial, suitable to BUYER.

8 OR

9 ☐ Property(ies) located at:

10 **Single Family or any Nevada Real Estate.**

11
 12 **BROKER'S OBLIGATIONS** BROKER agrees to provide reasonable skill and care, and protect the best interest of the
 13 BUYER throughout the real estate transaction. BROKER agrees to the following:

- 14 ♦ Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest;
- 15 ♦ Disclose to each party to the real estate transaction, as soon as practicable, any material and relevant facts, data, or
- 16 information which BROKER knows, or with reasonable care and diligence should know;
- 17 ♦ Abide by all duties, responsibilities, and obligations required of the BROKER by applicable law and the National
- 18 Association of REALTORS® Code of Ethics;
- 19 ♦ Assist BUYER in locating a property for purchase, option, and/or lease, and negotiate price, and terms acceptable to
- 20 BUYER;
- 21 ♦ Advise BUYER to obtain advice from an expert relating to matters which are beyond the expertise of the BROKER;
- 22 and
- 23 ♦ Disclose to BUYER each source from which BROKER receives COMPENSATION.

24 25 [_____/_____/_____/_____] BUYER OBLIGATIONS

- 26 ♦ BUYER does not have a conflicting written buyer's representation agreement with any other broker. Executing this
- 27 Agreement may not relieve BUYER of outstanding obligations to other brokers or brokerages.
- 28 ♦ BUYER agrees to provide all relevant personal and financial information needed to assure BUYER's ability to acquire
- 29 property described in this Agreement or other property satisfactory to the BUYER and consider all properties of the
- 30 nature described above and to negotiate in good faith to acquire such property if acceptable to BUYER.
- 31 ♦ BUYER will advise BROKER if BUYER intends to enter into a tax deferred exchange (ex., 1031 exchange).
- 32 ♦ Some sellers, such as new home subdivisions and for sale by owners, will not compensate BROKER unless BROKER
- 33 makes the first visit with BUYER. If BUYER makes a first visit without BROKER, BUYER agrees to compensate
- 34 BROKER as stated in the COMPENSATION section below.

35 36 BUYER ACKNOWLEDGES

37 [_____/_____/_____/_____] The amount or rate of real estate COMPENSATION is not fixed by law. The
 38 COMPENSATION is set by each broker individually and may be negotiated between BUYER and BROKER. BUYER
 39 negotiates with BROKER what COMPENSATION BUYER will pay for BROKER's services.

40
 41 [_____/_____/_____/_____] COMPENSATION generally cannot be included as part of a mortgage. Unlike mortgage
 42 broker fees, closing costs, and appraisals, real estate sales COMPENSATION is not directly linked to the mortgage loan
 43 production and therefore cannot be financed.

44 **COMPENSATION TO BROKER** BUYER agrees to pay BROKER, 3 % of the purchase price and/or
 45 \$ _____. Any COMPENSATION received from listing broker or seller for BUYER representation will be
 46 applied to BROKER COMPENSATION as described above. Any amount of COMPENSATION agreed to in this paragraph
 47 that is not paid to BROKER by listing broker or seller, remains the obligation of BUYER.

48
 49 BROKER may not receive COMPENSATION from any source that exceeds the amount or rate agreed to in this Agreement
 50 as it relates to BUYER's representation.

1 BUYER authorizes BROKER to release information related to COMPENSATION and concessions to lenders, escrow
2 officers, and appraisers.

3
4 **COMPENSATION PAYABLE WHEN** COMPENSATION is payable by BUYER to BROKER when BUYER or
5 anyone acting on BUYER's behalf closes escrow on the purchase and/or exchange of any real property suitable to BUYER,
6 (1) during the term of this Agreement with or without the assistance of the BROKER, **OR**
7 (2) in the event a completion of a transaction negotiated by BROKER is prevented by BUYER's default of the applicable
8 purchase agreement, **OR**
9 (3) within 45 days after the termination of this Agreement, provided such property was presented to BUYER during
10 the term of the Agreement and, provided BUYER has received a list of such properties within 3 days of
11 termination of this Agreement.

12
13 **ADDITIONAL TERMS**

14 **If the commission is less than 3% and the seller only offers 2.5%, the buyer will not be**
15 **charged the half-percent difference.**
16 **Buyers will only be required to pay a \$395 transaction fee at the close of escrow.**

17
18 **DEFINITIONS** BROKER means broker listed below and all licensees acting on behalf of broker listed below with a
19 valid Nevada real estate license. BUYER refers to the legal purchaser whom the BROKER is assisting in the acquisition of
20 real property. DAYS means calendar days unless otherwise specified. In computing any period of time prescribed under this
21 Agreement, the day of the event from which the designated period of time begins to run will not be included. The last day of
22 the period so computed will be included. BUSINESS DAY means a day other than Saturday, Sunday, or legal holiday rec-
23 ognized in the state of Nevada. COMPENSATION means any payment, commission, fee, or other amount paid in con-
24 nection with the acquisition of any real property suitable to BUYER under this Agreement.

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26 **EQUAL HOUSING OPPORTUNITY** BROKER will comply with applicable federal, state, and local antidiscrimination
27 laws.

28
29 **REALTOR® CODE OF ETHICS** BROKER is a REALTOR®. Under Article 9 of the National Association of
30 REALTORS® (NAR) Code of Ethics. REALTORS®, for the protection of all parties, will assure whenever possible that all
31 agreements related to real estate transactions including, but not limited to, listing and representation agreements, purchase
32 contracts, and leases are in writing in clear and understandable language expressing the specific terms, conditions,
33 obligations and commitments of the parties. REALTORS® are bound by NAR's Code of Ethics to always further clients'
34 best interests. NAR requires BROKER to execute a written representation agreement before touring a property with the
35 BUYER.

36
37 **PROFESSIONAL CONSULTATION ADVISORY** A real estate broker is qualified to advise on real estate. BUYER is
38 advised to consult with appropriate professionals including, but not limited to, engineers, surveyors, appraisers, lawyers,
39 CPAs, or other professionals on specific topics, including but not limited to, land use regulation, boundaries and setbacks,
40 square footage, physical condition, legal, tax, water rights, and other consequences of a real estate transaction.

41
42 **MEDIATION** If a dispute arises out of or relates to this Agreement or its breach, the parties are aware the local
43 Association of REALTORS® has a Dispute Resolution Service (DRS) available. A DRS brochure is available upon request.

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45 **ATTORNEY'S FEES** In the event either party is required to engage the services of an attorney to enforce this
46 Agreement, the prevailing party in any proceeding will be entitled to an award of reasonable attorney's fees, legal expenses,
47 and costs.

48
49 **ENTIRE AGREEMENT** This document and the documents incorporated and attached contain the entire Agreement of
50 the parties and supersede all prior agreements or representations which are not expressly set forth herein. This Agreement
51 may only be modified in writing when signed and dated by the parties. BUYER acknowledges having read and approved
52 this Agreement.

1 BROKER is qualified to advise on real estate. BUYER is advised to consult with legal, tax, or other professionals on other
2 matters related to the transaction.

3
4 **NEVADA LAW** Nevada law will apply to the interpretation and enforcement of this Agreement.

5
6 This is a binding agreement. This Agreement cannot be modified or cancelled except by written agreement by both
7 BROKER and BUYER.

8
9 BUYER acknowledges receipt of a copy of this Agreement.

10
11 DATE _____ TIME _____ DATE _____ TIME _____

12
13 BUYER _____ BUYER's Licensee Name Yunior Isidro Luna

14
15 BUYER _____ Brokerage Name _____

16
17 BUYER _____ BROKER Name _____

18
19 BUYER _____ Office Address _____

20
21 Address _____ City/State/Zip _____

22
23 City/State/Zip _____ Phone _____

24
25 BUYER Phone _____ BUYER's Licensee Email jrisidroluna.realty@gmail.com

26
27 BUYER Phone _____ BUYER'S Licensee Signature Yunior Isidro Luna