



This **Exclusive Buyer Representation Agreement** ("Agreement") is made on this date _____

between _____ (name of appointed Authorized Agent) and _____
(name of Brokerage, collectively the "Brokerage") and the undersigned "Buyer" (whether one or more than one).

1. Appointment

After entering into an agency relationship contemplated by this Agreement, Brokerage through its appointed licensed agent is considered your exclusive fiduciary for identifying, touring, and purchasing real property.

2. Term

This Agreement is effective from _____ to _____, unless terminated earlier by either party with written notice. Expiration of the agreement will automatically extend through the closing of any contract transaction.

3. Exclusive Nature

- This is an exclusive agreement. Buyer agrees to work solely with Brokerage for the purchase of real property during the term of this Agreement. Buyer acknowledges that entering into more than one (1) Exclusive Representation Agreement could result in a legal obligation to pay more than one (1) Brokerage for the same transaction.

4. Services Provided: Brokerage agrees to:

- Brokerage shall assist Buyer in locating and negotiating for the purchase of real property in accordance with Brokerage fiduciary duties under Ohio law including those of loyalty, obedience, care and confidentiality.
- At all times, Brokerage shall act in Buyer's best interests. Buyer, however understands and recognizes that the Brokerage may be working with more than one client/buyer at any given time and Brokerage is not prohibited from representing other buyers in locating and purchasing real property.

5. Compensation

- Brokerage compensation shall be \$_____ flat fee OR _____% of the purchase price – Unless otherwise amended in writing by Buyer and Brokerage. Other compensation, if applicable, to be noted in Section 10.
- When offered, Brokerage will seek compensation from the Seller or Listing Brokerage. Any amount received will reduce the Buyer's obligation. Brokerage will not receive compensation, from any source, exceeding the amount agreed upon in this agreement.
- If received compensation is less than the buyer's payment obligation Buyer shall pay the remaining amount.
- **Buyer understands Brokerage fees and commissions are negotiable and are not set by law.**
- Compensation is due upon closing of a transaction resulting from Brokerage's services, or as noted in Section 10.
- If Buyer purchases a property within _____days after the expiration or termination of this agreement and Buyer became aware of the property during the stated term of this Agreement, compensation is due to Brokerage.

6. Disclosure of Agency Relationships

Brokerage has provided Buyer with the "Consumer Guide to Agency Relationships" and the "Agency Disclosure Statement" as required by Ohio law (§ 4735.57).

7. Buyer's Obligations: Buyer agrees to:

- Work exclusively with Brokerage for the purchase of real property and inform other agents Buyer has an exclusive agreement with said Brokerage
- Provide Brokerage with any pertinent information to facilitate locating real property and closing on any transaction.
- Inform Brokerage if Buyer is subject to any other Representation Agreements and/or any properties have been shown to Buyer by another Brokerage or real estate agent.
- Buyer agrees not to record video or take property photographs without seller's consent. Buyer is advised some sellers may have audio and/or video surveillance that could record or monitor conversations.

8. Property Tours

Brokerage will provide written list of all property tours conducted under this Agreement.



9. Fair Housing Compliance

It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601, as amended, 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 financing of housing, or in the 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.

10. Additional Terms

By signing below, the parties acknowledge they have read, understand, and agree to the terms of this Agreement.

<hr/>		<hr/>	
Entity (if applicable)		Entity (if applicable)	
<hr/>		<hr/>	
Buyer Signature	Date	Buyer Signature	Date
<hr/>		<hr/>	
Buyer Printed Name (and title if applicable)		Buyer Printed Name (and title if applicable)	
<hr/>		<hr/>	
Brokerage Signature/Authorized Agent	Date	Printed Name	License #

AMENDMENT TO THE AGREEMENT

Buyer and Brokerage, hereby agree to amend this Exclusive Buyer Representation Agreement as follows:

By signing below, the parties acknowledge they agree to the Amended terms of this Agreement.

<hr/>		<hr/>	
Entity (if applicable)		Entity (if applicable)	
<hr/>		<hr/>	
Buyer Signature	Date	Buyer Signature	Date
<hr/>		<hr/>	
Buyer Printed Name (and title if applicable)		Buyer Printed Name (and title if applicable)	
<hr/>		<hr/>	
Brokerage Signature/Authorized Agent	Date	Printed Name	License #