



BUYER BROKER AGREEMENT (EXCLUSIVE)



THIS BUYER BROKER AGREEMENT (EXCLUSIVE) (this "Agreement") is made and entered into between:

("BUYER") _____ and

("BROKER") _____.

1. BROKER'S ROLE. BROKER is hereby retained to assist BUYER in acquiring an interest in, or right to use, residential real property. BROKER will: (A) consult with BUYER to discuss property requirements, financing alternatives, possession time schedules, financial capabilities, and acquisition and negotiation strategies, (B) assist in obtaining available information of material nature relative to desired properties, (C) make BROKER's best efforts to identify, locate, and tour properties suitable to purchase, (D) assist BUYER in presenting and negotiating contract offers on desired properties, and (E) monitor contract and closing deadlines (collectively, "BROKER's Services"). BUYER understands that other potential buyers may consider, make offers on, or purchase through BROKER the same or similar properties as BUYER is seeking to acquire.

2. BROKERAGE RELATIONSHIP. BROKER, or licensee of BROKER, has informed and disclosed to BUYER the brokerage relationship between BROKER and BUYER. "BROKER" shall include all real estate brokers, licensees, brokerage corporations, or business entities involved in this transaction. BROKER's required disclosure notices have been provided to BUYER and the brokerage relationship is:

☐ Transaction Broker ☐ Single Agent ☐ No Brokerage Relationship (if left blank, Transaction Broker Relationship shall apply).

3. BUYER'S ROLE. BUYER agrees during the term of this Agreement to: (A) work exclusively with BROKER and be available to evaluate and/or view properties exclusively with BROKER and not any other broker, licensee, owner, builder, etc., (B) refer to BROKER all inquiries in any form from any source regarding any potential properties for sale or lease, (C) provide reliable information including financial information necessary for the performance of this Agreement, (D) provide to BROKER general information regarding location, price range, amenities, and any other information needed to help identify desired properties, and (E) on all occasions to notify other brokers and third parties of the existence of this Agreement and BROKER's exclusive brokerage relationship with BUYER.

4. TERM OF AGREEMENT. BUYER engages and grants BROKER the exclusive right and authority to negotiate for the purchase, lease, or other acquisition of a legal or equitable interest in, or right to use, any property during the term of this Agreement, which shall commence on _____ ("Commencement Date") and shall terminate on _____ ("Termination Date"). The Commencement Date shall be the date this Agreement is signed by BUYER if no Commencement Date is inserted. The Termination Date shall be 180 calendar days from the Commencement Date in the event no Termination Date is inserted. If BUYER enters into a contract to purchase or lease any property prior to the Termination Date, this Agreement shall automatically be extended until the closing or termination of said contract for sale or lease. If during the _____-day period (if left blank, then 90-day period) after the Termination Date, BUYER enters into a contract to purchase or lease any property toured by BUYER during the term of this Agreement, then BUYER will pay BROKER's Compensation as set forth in Paragraph 5, and this Agreement shall automatically be extended until the closing or termination of said contract for sale or lease.

5. BROKER COMPENSATION DISCLOSURE: REAL ESTATE BROKER AND/OR ANY BROKERAGE COMPENSATION IS NOT SET BY LAW AND IS FULLY NEGOTIABLE.

BROKER shall receive the following total compensation (the "Compensation") for BROKER's Services as follows:

A. For each property (and any included personal property) purchased by BUYER:

☐ _____ % of the purchase price ☐ and \$ _____ OR

OR

☐ _____ (Other)

AND/OR

B. For each property leased by BUYER as tenant:

☐ _____ % of all gross rents ☐ and \$ _____ OR

OR

☐ _____ (Other)

Compensation shall be deemed to be earned on any property purchased, placed under contract, leased, or optioned by BUYER, or by any person, entity, assignee, successor in interest or nominee of BUYER acting on behalf of BUYER, irrespective of whether BROKER actually showed, located, introduced or wrote any offer or contract with respect to any such property or properties under the terms of this Agreement. Compensation shall be fully payable upon the earlier of closing, BUYER's right to occupy and/or control the property, or upon the event of BUYER's default under any contract to purchase or rent the subject property. BUYER shall be responsible for the Compensation to be paid to the BROKER; **provided, however, BROKER is authorized to negotiate for a seller/listing broker/landlord to pay all or a portion of the Compensation. BUYER and BROKER acknowledge that Seller may offer a credit to Buyer at closing towards BUYER's closing costs and prepaids ("Seller's Concession"). BUYER agrees that if a Seller's Concession is provided and seller/listing broker/landlord is either not offering compensation to BROKER or the compensation offered by the seller/listing broker/landlord to BROKER is less than the Compensation due under this Agreement, then the Seller's Concession will be used towards payment of the BROKER'S Compensation due under this Agreement.** If any amount paid by a seller/listing broker/landlord to BROKER and/or Seller's Concession is less than the Compensation due to BROKER under this Agreement, BUYER shall pay the difference to BROKER upon the earlier of closing, BUYER's right to occupy and/or control the property, or upon the event of BUYER's default under any contract to purchase or rent the subject property. **BROKER shall not receive compensation for BROKER's Services from any source exceeding the Compensation agreed to in this Agreement and shall disclose to BUYER the amount of compensation, if any, paid by a seller/listing broker/landlord to BROKER.**

6. **SCOPE.** This Agreement is only applicable to residential real property located in the following counties in Florida (if left blank, then Collier, Lee, and Charlotte):_____.
7. **DEFAULT.** If BUYER defaults under any contract to purchase or rent the property or otherwise breaches this Agreement, this Agreement shall not be terminated, but shall continue in full force and effect and BROKER shall have all remedies under the law to enforce this Agreement. If BUYER fails to timely pay Compensation upon closing, BUYER hereby grants to BROKER the right to place a lien upon any applicable property or properties purchased or acquired, or the rents, or income accruing from any such property or properties subject to this Agreement, which lien can be foreclosed in the same manner as a mortgage or security agreement placed upon said real property, and which lien shall survive termination of this Agreement.
8. **HOLD HARMLESS.** BUYER acknowledges and agrees that BROKER is not an expert in matters including, but not limited to law, taxation, surveying, structural conditions, engineering, financing, hazardous materials, etc. BUYER acknowledges that BUYER has been advised to seek professional expert assistance and advice in these and other areas of professional expertise. If BROKER provides to BUYER names or sources for such advice and assistance, BUYER acknowledges and agrees that BROKER does not warrant or guarantee the services and/or products. BUYER also agrees to hold BROKER harmless from liability resulting from incomplete and/or inaccurate information provided by BUYER to BROKER. BUYER agrees to indemnify BROKER against all claims, damages, losses, expenses, or liability arising from the handling of earnest money by anyone other than BROKER.
9. **FAIR HOUSING/EQUAL OPPORTUNITY.** BROKER shall provide the above services and make properties available to BUYER without regard to race, color, national origin, sex, handicap, familial status, religion, sexual orientation or any protected class under applicable federal, state and local fair housing laws. BROKER will show BUYER properties regardless of any Seller Concession being offered in connection thereof. BUYER ☐ elects **OR** ☐ declines to be shown properties where no Seller Concession is being offered in connection with the sale thereof.
10. **LITIGATION; ATTORNEY'S FEES AND COSTS.** The laws of the State of Florida shall control the interpretation and enforcement of this Agreement. In connection with any litigation concerning this Agreement, venue shall be in the county where the applicable subject property is located, and 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.
11. **SURVIVABILITY.** All provisions of this Agreement which by their nature or context require performance or provide rights after the Termination Date of this Agreement shall survive this Agreement.
12. **MISCELLANEOUS.**
 - A. This Agreement constitutes the entire agreement between the parties and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, administrators, successors and assigns.
 - B. BUYER shall not have the right to assign this Agreement without the BROKER's written consent, and BUYER shall not be released from liability under this Agreement.
 - C. This Agreement cannot be terminated prior to its expiration, or modified in any manner, except by an agreement in writing, signed by BUYER and BROKER.

- D. Signatures and initials communicated by electronic or facsimile transmission shall be binding.
- E. Video and/or audio surveillance with recording capability may be in use on any property viewed by BUYER, therefore conversations at property viewings should not be considered private.
- F. Notices required to be given under this Agreement shall be given in writing using the contact information stated below.
- G. Notice to a licensee shall not constitute notice to the BROKER.

13. WIRE FRAUD. CYBER CRIMINALS ATTEMPTING TO STEAL LARGE SUMS OF MONEY ARE TARGETING REAL ESTATE TRANSACTIONS BY INTERCEPTING ELECTRONIC COMMUNICATIONS AND SENDING EMAILS THAT APPEAR TO BE FROM REAL ESTATE AGENTS, BROKERS, ATTORNEYS, TITLE COMPANIES, LENDERS AND OTHERS INVOLVED IN REAL ESTATE TRANSACTIONS. THESE CRIMINALS HAVE INTERCEPTED WIRE TRANSFER INSTRUCTIONS, OBTAINED ACCOUNT INFORMATION, AND, BY ALTERING SOME OF THE DATA, USED EMAILS TO CONVINCE BUYERS TO REDIRECT THE MONEY TO A FRAUDULENT ACCOUNT. THESE EMAILS ARE SOPHISTICATED AND MAY LOOK LIKE LEGITIMATE EMAILS FROM PARTIES INVOLVED IN THE TRANSACTION. BUYERS ARE STRONGLY ENCOURAGED NOT TO SEND PERSONAL INFORMATION, SUCH AS BANK ACCOUNT NUMBERS OR OTHER NON-PUBLIC INFORMATION, VIA UNSECURED EMAIL OR OTHER ELECTRONIC COMMUNICATION, AND TO NEVER WIRE TRANSFER MONEY WITHOUT PERSONALLY SPEAKING WITH THE INTENDED RECIPIENT OF THE WIRE TRANSFER TO VERIFY THE ROUTING AND ACCOUNT NUMBERS. BUYER HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS ESCROW AGENT, ANY CLOSING AGENT AND ANY BROKER ACTING IN AN AGENCY OR NON-AGENCY RELATIONSHIP RECOGNIZED UNDER CHAPTER 475, FLORIDA STATUTES, FROM ALL LOSSES, LIABILITIES, CHARGES AND COSTS INCURRED DUE TO ANY WIRE TRANSFERS OR WIRE INSTRUCTIONS WHICH RELATE TO THE TRANSFER OR ISSUANCE OF FUNDS. FOR PURPOSES OF THIS PARAGRAPH, ESCROW AGENT, ANY CLOSING AGENT AND ANY BROKER SHALL BE INTENDED THIRD PARTY BENEFICIARIES.

14. OTHER TERMS AND CONDITIONS.

(Buyer's Signature) (Date) (Buyer's Signature) (Date)

(Buyer's Printed Name) (Buyer's Printed Name)

Buyer's Mailing
Address:

Buyer's Telephone: (Home) _____ (Cell) _____ (Fax) _____

Email Address: _____

(Authorized Broker's Signature) (Date) (Licensee's Printed Name)

Brokerage Firm Name:

Broker's Mailing Address: _____