

FULL SERVICE – FULL TIME – SENSIBLE COMMISSIONS

Atomic Realty, LLC

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ATOMIC REALTY, LLC BUYER BROKER SERVICE AGREEMENT,

THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, SEEK ADVICE FROM AN ATTORNEY.

1) **Purpose of Brokerage.** Buyer desires to purchase, lease, option, or exchange (collectively “Purchase”) real estate through the services and resources of the Broker. Broker’s services may include, but not be limited to, consulting with Buyer regarding properties and the availability of financing; formulating acquisition and purchase agreements, assisting in the communication and negotiation of contracts, and receiving delivery of any offers made by Buyer and accepted by Seller.

2) **Entering Agreement.** Broker and Buyer both acknowledge that a written Agreement must be signed and entered into before Broker may begin showing properties to Buyer.

3) **Termination of Agreement.** This Agreement may be canceled by either Party by providing at least three (3) business days’ notice in writing unless Buyer is under contract to purchase the Property. Buyer’s Termination of Agreement does not relieve Buyer of the obligation to compensate Broker for purchase agreements executed within _____ days (60 if left blank) after Termination, if the property acquired was presented to Buyer through brokerage services of Broker.

4) **Compensation of Broker.** Buyer acknowledges the Compensation in this Agreement is fully negotiable and not set by law. The compensation section of this Agreement must be completed before it can be signed by the Buyer. **The Compensation for Buyer’s Broker** (the “Compensation”) shall be: (complete only those that apply)

a. Buyer shall pay the Broker, at closing, an amount equal to _____% of the final gross selling/lease price if purchasing a property offered by a competing company OR _____% of the final gross selling/leasing price if purchasing a property offer by Atomic Realty, LLC.

i) The Buyer shall receive a credit towards the payment of the Compensation in an amount equal to any payment or concession made to the Broker by any other Broker or the Seller. Or

ii) Buyer shall pay Broker a retainer fee of \$_____ (\$0 if left blank) due and payable upon execution of this Agreement, which amount shall be applied towards the Compensation upon closing on a transaction in which Buyer acquires Property. In all other circumstances, the payment shall be considered as a nonrefundable retainer fee earned by the Broker.

5) **Payable upon closing:** Unless otherwise specified above, the Compensation is due and payable upon Closing. The Compensation shall apply to any purchase agreements executed during the term of this Agreement or any extension of this Agreement. The Compensation also applies to purchase agreements executed within _____ days (60 if left blank) after the expiration or termination of this Agreement, if the property acquired was presented to Buyer through brokerage services of the Broker.

6) **Failure to Close.** If Seller fails to close with no fault on the part of Buyer, the Compensation shall be waived. If the transaction does not close due to a breach of Contract of Sale by the Buyer, the Compensation shall NOT be waived and shall become immediately due and payable.

7) **Compensation to Broker by Seller.** The Listing Broker or Seller is not required to make an offer of

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compensation to Buyer's Broker.

8) Seller's Offer Equal to Compensation. If the amount of compensation offered by the Seller is equal to the Compensation listed above the Buyer shall not be obligated to separately pay the Compensation listed.

9) Seller's Offer Greater than Compensation. Compensation to Buyer's Broker must not exceed the compensation agreed to between Buyer and Broker of this Agreement. If Seller's Offer is greater than the Compensation listed above the Buyer shall not be obligated to separately pay the Compensation listed. The amount of compensation offered by Listing Broker or Seller that is greater than the Compensation listed may be addressed by further written agreement and may include one of the following:

- i. Credit to Buyer (to the extent allowed by Buyer's lender and applicable State and Federal Law) and any non-allowed amount is credited back to the Seller; or
- ii. Credit to the Seller; or
- iii. Another option negotiated and agreed to in writing by the parties.

Any option selected must be agreed to in writing by the parties.

10) Seller's Offer Less than Compensation. If Seller's Offer is less than the Compensation listed above the Buyer shall pay the remaining balance of the Compensation, unless otherwise agreed to in writing by the parties.

11) Other Buyers. Buyer understands that other buyers may consider, make offers, or purchase through Broker the same or similar properties as Buyer is seeking to acquire. Within the same company, the Broker and their associated licensees (including the licensee assisting you), often provide brokerage services to more than one buyer at the same time.

12) Equal Opportunity. Properties shall be shown and be made available to Buyer without regard to age, race, color, religion, sex, handicap, familial status, national origin or as may be provided by local, state, or federal laws or regulations.

13) Counterparts. If more than one person is named as Buyer herein, separate conforming Agreements may be executed by each Buyer individually, and when so executed, the copies taken together shall be deemed to be a full and complete agreement between the Parties.

14) Copy of Agreement. Buyer acknowledges receipt of a copy of this Agreement and a copy of the Disclosure to Buyer of Brokerage Duties, Responsibilities, and Services.

15) Duration or scope of Agreement. Complete only those that apply.

PERIOD: This Agreement is entered into: beginning date: _____ This Agreement shall expire on the End date: _____ (60 days if left blank). Buyer agrees during the term of this Agreement, any and all inquiries and/or negotiations relating to the acquisition by the Buyer of any desired property shall be through the undersigned Broker. OR

AREA: This agreement applies to only the addresses property being show in the flowing counties: Los Alamos and Santa FE. Initial _____

Address: _____

INDIVIDUAL ADDRESSES: This agreement applies to only the addresses listed below or in subsequent addendum:

Address: _____

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Buyer's Name (Print) _____

Buyer's Signature _____

Date _____

Buyer's Email Address _____

Buyer's Telephone (Cell) _____

Buyer Broker / Associate Name Buyer Broker License Number

Buyer Broker / Associate Cellphone Buyer Broker / Associate Email Address

Brokerage Name

Atomic Realty, LLC

Name of Managing Broker

David Houck

Brokerage License Number Managing Broker Office Telephone

20479

Managing Broker Email Address

Dave@AtomicRealty.net

Brokerage Office Address

PO Box 1393, Los Alamos NM 87544

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