

# CHRISTIE'S

INTERNATIONAL REAL ESTATE  
GROUP

## EXCLUSIVE BUYER AGENCY AGREEMENT

1. **AGENCY:** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_  
(Buyer) (Buyer) (Buyer) (Buyer)  
referred to in this Agreement as "Buyer" hereby designate \_\_\_\_\_  
(Brokerage Firm)

as Buyer's exclusive agent, referred to in this Agreement as "Buyer's Agent", for the purpose of locating and purchasing real estate by Buyer in New Jersey, pursuant to all of the terms and conditions set forth below.

**BUYER'S AGENT SHALL CONDUCT ALL BROKERAGE FIRM ACTIVITIES IN COMPLIANCE WITH ALL STATE, FEDERAL AND LOCAL FAIR HOUSING AND ANTI-DISCRIMINATION LAWS.**

2. **DOES BUYER HAVE A BUSINESS RELATIONSHIP WITH ANOTHER BROKER?** ☐ YES ☐ NO

Buyer represents to Buyer's Agent that no other buyer's agency agreement is presently in effect for the area set forth in section 1, including any protection period. Buyer further represents that Buyer disclosed to Buyer's Agent information about any property that Buyer has visited at any open houses or that Buyer has been shown by any other real estate brokerage firm within the last 180 days that falls within section 1 prior to the execution of this Agreement.

3. **DECLARATION OF BUSINESS RELATIONSHIP:** The real estate license law of the State of New Jersey requires every real estate licensee to declare the basis of the business relationship being established between such licensee and Buyer. Accordingly, I, \_\_\_\_\_  
(Name of Licensee)

\_\_\_\_\_, **INTEND, AS OF THIS TIME, TO WORK WITH BUYER**  
(Brokerage Firm)

**ASA:** (choose one)

- ☐ **BUYER'S AGENT ONLY**  
☐ **BUYER'S AGENT, DESIGNATED AGENT, OR DISCLOSED DUAL AGENT IF THE OPPORTUNITY ARISES.**

4. **TERM:** This Agreement shall commence on \_\_\_\_\_ and shall expire when Buyer acquires property as set forth in section 1, or at midnight on \_\_\_\_\_ ("Term").

5. **COMPENSATION TO BUYER'S AGENT:** Buyer has the right to individually negotiate and reach an agreement with Buyer's Agent on any brokerage fee to be paid to Buyer's Agent. No law, governmental agency, trade association or multiple listing service has fixed the amount, format, or rate of any brokerage fee to be paid to Buyer's Agent.

(a) **Compensation From Buyer:**

**Brokerage Commission:** In consideration of the services rendered by Buyer's Agent on behalf of Buyer, Buyer agrees to pay to Buyer's Agent the following brokerage commission:

- ☐ \_\_\_\_\_ (%) percent of the purchase price;  
☐ Other: \_\_\_\_\_.

Buyer agrees to pay the commission at the time of closing and that this Agreement shall constitute an irrevocable instruction to the closing agent to collect the commission owed to Broker and pay the commission at closing as a condition of closing. Buyer agrees that commission is earned, due and payable for all properties purchased by Buyer or any person or related entity acting for or with Buyer. Buyer agrees that the terms of this Agreement include all properties introduced to the Buyer during the term of this Agreement and for 180 days ("**Protection Period**") after the expiration and/or termination of this Agreement provided Buyer's Agent has supplied a list of such properties to Buyer within 10 days after expiration and/or termination. Buyer further agrees to supply the list to any agent they may work with within this protection period.

Buyer authorizes Broker to seek compensation from the seller or listing agent. Buyer will pay all or any part of the commission not paid by the seller or listing agent. Broker may not receive compensation from any source that exceeds the amount or rate agreed to herein. For purposes of this Agreement, where the compensation for Buyer's Agent is based in whole or in part on the purchase price, the purchase price shall be deemed to be the purchase price established in the contract of sale of the property between Buyer and seller.

- (b) **Compensation From Seller:** A seller may offer compensation to a buyer's agent as a cooperating broker. In such an event, that amount will be credited toward the Buyer's obligation to the Buyer's Agent.

Buyer directs Buyer's Agent to do the following: (check applicable items)

- ☐ Introduce Buyer to all properties that Buyer's Agent believes would be acceptable to Buyer regardless of the compensation being offered by the seller to Buyer's Agent.
- ☐ Do not introduce Buyer to any properties where the seller is not offering compensation to Buyer's Agent.
- ☐ Include in any offer to the seller that the seller will pay the amount Buyer has agreed to in section 5 above.
- ☐ Other: \_\_\_\_\_

**6. BUYER'S AGENT'S DUTY:**

During the Term of this Agreement, Buyer's Agent shall promote the interests of Buyer as follows:

- (a) Use diligence in its search to locate a property which is acceptable to Buyer.
- (b) In performing its duties, Buyer's Agent shall exercise ordinary care and comply with all applicable laws and regulations.
- (c) Assist Buyer throughout the transaction and represent Buyer's best interests.
- (d) Prepare and negotiate with seller or seller's agent a written offer on behalf of Buyer on any property Buyer wants to purchase.
- (e) Other: \_\_\_\_\_

**7. BUYER'S DUTY:** During the Term of this Agreement, Buyer shall:

- (a) Provide accurate and relevant personal information to Buyer's Agent regarding Buyer's financial ability to purchase real estate to fulfill the terms of this Agreement.
- (b) Advise Buyer's Agent of any property of which Buyer becomes aware and may have an interest in purchasing such property.
- (c) Submit through Buyer's Agent any offer to purchase or contract on a property which was shown to Buyer by Buyer's Agent.

**8. OTHER BUYERS:** Other potential buyers may be interested in the same properties as Buyer. It is agreed that Buyer's Agent may represent such other potential buyers whether such representation arises prior to, during, or after the termination of this Agreement. In any such situation, Buyer agrees that Buyer's Agent will not disclose to any other potential buyer the terms of Buyer's offer or any other confidential information concerning Buyer and also will not disclose to Buyer the terms of any other buyer's offer or any confidential information concerning the other buyer(s).

**9. DUAL AGENCY:** Buyer understands that Buyer's Agent may elect to represent a seller as well as Buyer in the sale and purchase of such seller's property. In such event, Buyer acknowledges that Buyer's Agent will be a dual agent and, pursuant to law, will have to obtain the written informed consent of both the seller and Buyer. Buyer's Agent, when acting as a Disclosed Dual Agent, will not be able to put either the seller's interests ahead of Buyer's interests nor Buyer's interests ahead of the seller's interests.

**Buyer's consent to Buyer's Agent being a Disclosed Dual Agent shall be deemed to have been given when Buyer signs the attached "Informed Consent to Dual Agency".**

**10. NO WARRANTIES OR REPRESENTATIONS:** Buyer's Agent makes no warranties or representations regarding the value or suitability of any property for Buyer's purposes. Buyer agrees to be responsible for making all inspections, inquiries and investigation ("Services") necessary to satisfy Buyer as to the property's suitability and value. Buyer also agrees to indemnify and hold Buyer's Agent and/or Brokerage Firm harmless from and against any and all liability, claims, losses, damages, lawsuits, or expenses Buyer's Agent and/or Brokerage Firm may incur either as a result of Buyer's selection and use of any such Services or Buyer's election not to have one or more of such Services performed. Buyer further agrees to indemnify and hold harmless Buyer's Agent from any and all claims, which may lead to a dispute arising from or related to false or incomplete information provided by Buyer. Such indemnification shall include Buyer's reimbursement to Buyer's Agent for any attorney's fees and costs arising from any dispute brought against licensed salesperson and/or Brokerage Firm.

**11. INSPECTIONS RECOMMENDED:** Buyer's Agent recommends that any offer to purchase a property be conditioned on Buyer's inspections of the property by a licensed inspector and/or other professionals. Buyer's Agent does not have any expertise in such matters and Buyer is responsible for interviewing and selecting all inspectors.

**12. PROFESSIONAL REFERRALS:** Buyer may request the names of attorneys, inspectors, engineers, title companies, mortgage advisors and tradespeople or other professionals from Buyer's Agent. Any names provided by Buyer's Agent shall not

be deemed to be a recommendation or testimony of competency of the person(s) referred. Buyer shall assume full responsibility for their selection(s) and hold Buyer’s Agent harmless for any claim or actions resulting from the work or duties performed by these professionals.

**13. APPLICABLE LAWS:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and any arbitration or lawsuit relating to or arising from this Agreement shall be venued in the State of New Jersey.

**14. CONSUMER INFORMATION STATEMENT:** Buyer acknowledges receipt of the attached Consumer Information Statement on New Jersey Real Estate Relationships.

**15. ARBITRATION/ATTORNEYS’ FEES:** Buyer and Buyer’s Agent agree that any dispute arising from or related to this Agreement shall be submitted to arbitration before the American Arbitration Association in the State of New Jersey.

**16. ENTIRE AGREEMENT:** This Agreement contains the entire agreement between Buyer and Buyer’s Agent and only may be amended by an agreement in writing signed by Buyer and Buyer’s Agent. No representations have been made by either party, except as set forth in this Agreement. Buyer acknowledges receipt of a signed copy of this legally binding Agreement and agrees to be bound by and comply with its terms and conditions.

**17. ADDITIONAL PROVISIONS:**

IF BUYER DOES NOT UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT, LEGAL ADVICE SHOULD BE SOUGHT BEFORE SIGNING.

By: _____	_____	_____
Buyer's Agent	Buyer	Date
By: _____	_____	_____
Manager	Buyer	Date
	_____	_____
	Buyer	Date
	_____	_____
	Buyer	Date