



**Exclusive Right to Represent Buyer Contract**

for use by members of the Columbus Board of Realtors approved by CBR legal counsel

When buying and selling real estate, it is recommended that all parties be represented by legal counsel.



Date: \_\_\_\_\_, \_\_\_\_\_

The undersigned Buyer/Lessee, \_\_\_\_\_ hereby retains \_\_\_\_\_ (Broker) and its agent \_\_\_\_\_

for the purpose of assisting Buyer/Lessee, as Buyer/Lessee's exclusive agent, to procure property of a nature outlined below, or other property acceptable to Buyer/Lessee, and to negotiate terms and conditions acceptable to Buyer/Lessee for purchase, lease or exchange of property. This agency relationship (subject to brokerage policy on agency relationship) shall apply to all properties including but not limited to new construction and for sale by owners. Any information obtained during this agency relationship shall remain confidential. This contract shall commence this date and terminate at midnight on \_\_\_\_\_, \_\_\_\_\_.

**AGENCY DISCLOSURE**

Buyer/Lessee hereby acknowledges the receipt of the "Agency Disclosure Statement" required by Ohio law and Brokerage's written disclosure of the Brokerage's policy on agency relationships. \_\_\_\_\_ (Buyer/Lessee's initials).

**General nature of Property:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMPENSATION OF BROKER**

1. **Initial Fee:** Buyer/Lessee agrees to pay, and Broker acknowledges receipt of an initial fee of \$ \_\_\_\_\_ as compensation for initial professional counseling, consultations and research. Said fee is non-refundable, but shall be credited against any compensation of Broker due and payable as provided herein.

2. **Purchase, Lease or Exchange:** Buyer/Lessee will pay Broker a fee of \$ \_\_\_\_\_ if Buyer/Lessee contracts to purchase, lease or exchange any property during the term of this agreement.

3. **Obligation to Compensate:** Buyer/Lessee agrees to pay Broker the applicable fee as set forth in section (2) if Buyer/Lessee, or any other person acting on Buyer/Lessee's behalf, purchases real property of the nature or for the purpose described herein. If a contract to purchase between Buyer/Lessee and a Seller fails to close because of default on the part of Buyer/Lessee, compensation of Broker will not be waived but will be due and payable immediately.

4. **Compensation from Seller:** Broker is authorized to participate in a fee paid by the Seller, which will be credited to the Buyer's/Lessee's obligation to pay a fee under this contract. The payment of any fee by the Seller from the sale proceeds shall not make Broker either an agent or subagent of seller unless otherwise consented to by both parties to the transaction. Broker may accept a selling bonus or other incentives in addition to fee agreed to above.

5. **Cooperation With Other Brokers:** It is understood that Broker may cooperate with other brokers and their agents in an effort to procure property in accordance with this contract, and may be paid a commission by such other broker, subject to Section (4) above.

6. **Broker's Obligations:** In consideration of Buyer/Lessee's obligations herein, Broker agrees to use diligence in procuring property acceptable to Buyer/Lessee and to negotiate terms and conditions for the purchase acceptable to Buyer/Lessee. In any transaction, Broker will act for Buyer/Lessee only and will not accept a fee from a seller unless full disclosure, subject to brokerage policy or agency is made to Buyer/Lessee before the execution of an offer to purchase and both parties consent hereto.

7. **Protection Period:** Buyer/Lessee agrees to pay Broker the fee as described in sections (2) and (3), if the Buyer/Lessee acting as his own agent, within \_\_\_\_\_ days after the termination date hereof, purchases or agrees to purchase property, whether individually or in combination with another, to which the Buyer/Lessee was introduced or from Seller to whom Buyer/Lessee was introduced during the term hereof, this clause shall be null and void if, after expiration of this Exclusive Right to Represent Buyer/Lessee Contract, the Buyer/Lessee has signed a contract of representation with another Broker.

8. **Extension:** If a Contract to Purchase is entered into by Buyer/Lessee before the expiration of this contract, the term hereof shall be extended until final disposition of the Contract to Purchase.

9. **Fair Housing Statement:** 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, 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, ancestry, handicap, 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. **Indemnification:** Buyer/Lessee recognizes that Broker is relying on information provided herein or supplied by Buyer/Lessee and agrees to indemnify and hold harmless the broker and Broker's agents and employees from any claims, demands, damages, suits, liabilities, costs and expenses (including reasonable attorney fees) arising out of any misrepresentation or concealment of fact by the Buyer/Lessee. Buyer/Lessee is relying on his own understanding of financing as well as the tax consequences, if any.

11. **Sole Contract:** The parties agree that this contract constitutes their entire agreement. Any amendments to this contract shall be made in writing and signed by both parties.

12. **Buyer/Lessee's Acknowledgment:** Buyer/Lessee acknowledges that Buyer/Lessee has read this contract, that the information contained herein is true and accurate to the best of Buyer/Lessee's knowledge and that Buyer/Lessee has received a completed copy.

13. Other Requirements and/or Special Stipulations:

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**SIGNATURES**

For: \_\_\_\_\_ (BROKER) \_\_\_\_\_ (BUYER)

By: \_\_\_\_\_ (AGENT) \_\_\_\_\_ (BUYER)



Company: _____	OwnerLand Realty, Inc.	S/N: PCF5-EVALUATE
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