



# BUYER AGENCY AGREEMENT EXCLUSIVE RIGHT TO REPRESENT



(Form approved by the Dayton Area Board of REALTORS®)

This Buyer Agency Agreement, Exclusive Right to Represent ("Agreement"), is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ ("Buyer"), whose address is \_\_\_\_\_ and \_\_\_\_\_ ("Broker"), whose address is \_\_\_\_\_.

**1. Retainer Period.** Buyer retains Broker, as Buyer's exclusive agent, to locate property of the type described below and to negotiate terms and conditions for its purchase acceptable to Buyer, for a period commencing on \_\_\_\_\_, \_\_\_\_\_, and terminating at midnight on \_\_\_\_\_, \_\_\_\_\_ (the "Agency Period").

General Description: \_\_\_\_\_

**2. Broker's Obligations.** Broker agrees to use due diligence and professional knowledge and skill in locating property meeting Buyer's criteria, and shall act for Buyer's interest in negotiating the terms and conditions for the purchase of the property.

**3. Buyer's Obligations.** During the Agency Period, Buyer will deal exclusively with Broker with respect to all inquiries, showings, proposals and offers related to Buyer's acquisition of any property. Any offers made by Buyer during the Agency Period shall be made through Broker. In addition, any offers made by Buyer within \_\_\_\_\_ days after the expiration of the Agency Period (the "Terminal Period"), with respect to properties which Broker brought to Buyer's attention during the Agency Period, shall be made through Broker, unless Buyer is then represented by another broker as Buyer's agent. If any offer which Buyer is required to make through Broker is accepted by the seller, Broker shall be entitled to the fee specified below. THIS AGREEMENT DOES NOT OBLIGATE BUYER TO MAKE AN OFFER TO BUY ANY PROPERTY.

**4. Brokerage Fee.** In any transaction in which Broker is entitled to a fee as set forth in Paragraph 3, Broker's fee will be in the amount of (insert dollar amount or percentage of total sales price): \_\_\_\_\_. Payment of the fee shall be satisfied first from any compensation offered by the listing broker. If the property is not listed with a real estate broker, Broker will attempt to negotiate for payment of the fee by the seller. If the full amount of Broker's fee is not covered by the compensation offered by the listing broker or negotiated with the seller, Broker shall so inform Buyer at the time of preparation of Buyer's offer, and the difference shall be paid by Buyer from Buyer's own funds.

**5. Dual Agency.** If Buyer contemplates the purchase of property listed for sale by Broker, or owned by an employee or agent of Broker, Broker shall be considered a "dual agent" (that is, an agent of both Buyer and seller) in the transaction. If this situation arises, Buyer is willing to permit Broker's dual agency role, subject to Buyer's consent as outlined in the Agency Disclosure Statement.

**6. Continuous Efforts.** If Buyer makes an offer to purchase any property either (a) during the Agency Period or (b) during the Terminal Period with respect to a property which Broker brought to Buyer's attention during the Agency Period, Buyer authorizes Broker to provide continuous assistance as Buyer's agent to the conclusion of the transaction. This authorization includes the right to represent Buyer in negotiating the contract to purchase and any amendments, modifications, new agreements, extensions or other changes. Broker's right to a fee shall remain in effect until the transaction is finally concluded.

**7. Retainer.** Upon signing this Agreement, Buyer has paid to Broker a retainer of \$ \_\_\_\_\_ (none, if not inserted), to be (a) applied to Broker's fee at closing or refunded to Buyer if Broker's fee is fully paid by seller or (b) retained by Broker as compensation for Broker's services if Buyer does not buy any property to which this Agreement is applicable.

**8. 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, 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.

**Buyer's Initials:** \_\_\_\_\_

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EXCLUSIVE RIGHT TO REPRESENT CONTRACT**

It is also illegal, for profit, to induce or attempt to induce any 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.

9. **Consumer Guide to Agency Relationships.** Buyer (check one) \_\_\_\_\_ has \_\_\_\_\_ has not received the Consumer Guide to Agency Relationships provided by Broker. If the Consumer's Guide to Agency Relationships provided by Broker so states, all licensees in the brokerage are hereby appointed to represent Buyer.

10. **Use of Personal Information.** In performing services under this Agreement, Broker may collect from Buyer non-public personal information which may include, but is not limited to, financial information, social security numbers and account numbers ("Personal Information"). Owner authorizes Broker to disclose this Personal Information to third parties including (i) mortgage companies and banks, (ii) insurance companies (including title insurance companies), and (iii) real estate service providers, to the extent necessary to facilitate and effect the transaction(s) contemplated by this Agreement. Broker will not otherwise disclose Personal Information to third parties except as authorized by Buyer or as required by law.

**BROKER:** \_\_\_\_\_ **BUYER:** \_\_\_\_\_  
(Name of Firm)

By: \_\_\_\_\_ Signature: \_\_\_\_\_

Address: \_\_\_\_\_ Signature: \_\_\_\_\_

\_\_\_\_\_ Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Accepted: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Phone: \_\_\_\_\_