



## EXCLUSIVE AGENCY RIGHT TO REPRESENT BUYER

Connecticut law prohibits a real estate broker or salesperson from representing or negotiating on behalf of a buyer unless a buyer signs a written agreement to allow the broker or salesperson to act on buyer's behalf.



### 1. Exclusive Agency Right Appointment.

AGREEMENT # \_\_\_\_\_

Buyer \_\_\_\_\_  
 appoints Broker \_\_\_\_\_  
 as Buyer's Exclusive Agent for the purpose of assisting Buyer to find and acquire an interest in suitable real property acceptable to Buyer.

### 2. Geographical Area.

This appointment is limited to the following areas of the State of Connecticut:

### 3. Term of Agreement.

This Agreement shall begin on \_\_\_\_\_ and expire at midnight on \_\_\_\_\_.

### 4. Broker's Duties.

Broker agrees:

- (a) to attempt to locate a property acceptable to Buyer;
- (b) to negotiate terms and conditions agreeable to Buyer;
- (c) to assist Buyer in the purchase or exchange of a property;
- (d) to act in Buyer's interest regarding the location, purchase or exchange of a property.

### 5. Buyer's Duties.

Buyer agrees:

- (a) to tell Broker about all past and current contacts with any real property or any other real estate agents;
- (b) to utilize Broker exclusively in discovering and following up leads or information about a property from Broker or any other real estate brokerage firm;
- (c) to cooperate with Broker and be reasonably available to examine real property;
- (d) upon request, to give Broker financial and personal information regarding Buyer's needs and ability to purchase;
- (e) to schedule all appointments to see a property listed with any other real estate brokerage firm exclusively through Broker; and
- (f) to utilize Broker exclusively in contracting to purchase a property.

### 6. Other Terms and Conditions.

- (a) Buyer agrees that Broker may represent other buyers and show other buyers the same properties Broker shows to Buyer.
- (b) Broker may share and disclose information about Buyer with other agents who offer real property for sale.
- (c) Buyer understands that this Agreement is an exclusive appointment of Broker and it will supersede all Open Right to Represent Buyer Agreements signed by Buyer with any other broker. Buyer represents that Buyer is not currently bound by any exclusive agreement with another broker, and understands that if this were the situation, Buyer would possibly be liable for the payment of more than one fee. Buyer agrees not to enter into another exclusive agreement with any other broker unless this Agreement has terminated.
- (d) This Agreement may be terminated if the following conditions are met:
  - i. the Agreement expires; or
  - ii. Buyer and Broker agree to terminate this Agreement *in writing* prior to expiration.
- (e) Buyer is permitted, under this Agreement, to find, negotiate for and purchase a property "For Sale By Owner" without incurring the obligation to pay a professional service fee to Broker, provided Broker did not show or introduce the "For Sale By Owner" property to Buyer.

### 7. NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMPENSATION IS NOT FIXED BY LAW. IT IS SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN YOU AND THE BROKER.

**Buyer agrees to the following compensation arrangement:** *(Any Section not filled in is inapplicable)*

#### ☐ RETAINER FEE.

(a) Buyer will pay Broker a non-refundable Retainer Fee of \$\_\_\_\_\_, due and payable when Buyer signs this Agreement.

(b) Broker ☐ will ☐ will not apply this Retainer Fee toward the payment of any Professional Service Fee that Broker will earn under this Agreement.

#### ☐ PROFESSIONAL SERVICE FEE.

(a) Buyer agrees that Broker is entitled to a Professional Service Fee if (i) during the original term of this Agreement or any extension, Buyer enters into a contract to purchase, purchases or acquires a property acceptable to Buyer that is not a property "For Sale By Owner" which was solely found and negotiated for by Buyer; or (ii) Buyer enters into a contract to purchase, purchases or acquires a property within \_\_\_\_\_ days after this Agreement or any extension expires or is terminated if the property was shown or specifically introduced by Broker to Buyer during the original term or any extension.

(b) Broker's Professional Service Fee shall be ☐ \$ \_\_\_\_\_, or ☐ \_\_\_\_\_ % of the purchase price of the property purchased by Buyer, or of the value of a property obtained by Buyer in an exchange.

Buyer's Initials \_\_\_\_\_

Broker's Initials \_\_\_\_\_

