



EXCLUSIVE RIGHT TO REPRESENT BUYER AGREEMENT



(Connecticut law requires that the real estate broker furnish you with a written agreement should you wish to be represented.)

I. Exclusive Right Appointment. Buyer(s) _____ appoints _____ (Broker) as Buyer's exclusive real estate Broker to assist Buyer(s) to locate and purchase or exchange real property acceptable to Buyer(s) and generally described as: _____ (hereinafter the "Property" or "Geographical Area"). Buyer(s) does not retain the right to locate and purchase or exchange any property themselves without obligation to compensate Broker or its agent(s).

II. Term of Agreement. This Agreement is in effect from _____ through 11:59 p.m. on _____ (expiration date) unless the Buyer client is represented by Broker in a pending transaction with a valid purchase agreement, then this representation agreement will automatically extend through the closing and settlement date of that pending transaction.

III. Buyer(s) Certification: _____ [Initials] Buyer(s) certifies that Buyer(s) has not signed and agrees to not sign an Exclusive Right to Represent Buyer or Exclusive Agency Right to Represent Buyer with any other brokerage firm covering the same time period, the same Property and/or the same Geographical Area as stated above. Buyer understands multiple agreements can result in financial obligations to two brokerage firms and, should this certification not be accurate, Buyer(s) agrees to pay Broker as required under this Agreement.

IV. Fees. 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. There is no customary or industry standard real estate broker fee or compensation.

- A. In consideration of Broker's services to be provided, as listed in Section V "Broker Agrees" below, Buyer(s) agrees to pay Broker a Professional Service Fee calculated as follows:
 - 1. If Buyer(s) is purchasing real estate, Broker's Professional Service Fee shall be calculated as follows: \$ _____ or _____ % of the purchase price of the Property purchased by Buyer(s), or of the value of Property the Buyer(s) obtained in an exchange. Buyer will pay Broker a non-refundable retainer fee of \$ _____ due and payable upon execution of this contract, to be applied to any Professional Service Fee Broker earns under this contract.
 - 2. Broker earns the Professional Service Fee if Buyer(s) (a) enters into a contract for the purchase or exchange of real property during the term of this Agreement and all material conditions have been met or are subsequently met regardless of how Buyer(s) learns about the Property; or (b) Buyer(s) obtains title to real property regardless of how Buyer(s) was introduced to or selected said property during the term of this Agreement; or (c) Buyer(s) makes an offer for purchase or exchange, enters into a contract for the purchase or exchange, or obtains title to any property Broker has introduced to Buyer(s), within _____ (____) days after the expiration of this Agreement, provided, however, that no fee will be due and payable if Buyer(s) signs an Exclusive Agreement with another real estate broker after the expiration of this Agreement.
 - 3. Buyer(s) authorizes Broker to seek compensation from the seller or listing agency. Buyer(s) will pay all or any part of the Professional Services Fee not paid by the seller or the listing agency.
 - 4. Broker may not receive compensation from any source that exceeds the amount or rate agreed to herein.
 - 5. _____ (Other)
- B. The Professional Service Fee shall be due and paid in full no later than the date on which title to the real property transfers to Buyer(s). If the Professional Service Fee is an hourly fee, it shall be payable within 30 days of Broker(s) invoice.

- V. Broker Agrees:**
- A. To not disclose information Buyer(s) provides Broker concerning Buyer's assets, liabilities, income and expenses or motivations to buy and previous offers made, and to only disclose when Buyer(s) gives permission for disclosure or when mandated by law.
 - B. To provide Buyer(s) with the benefit of our advice and experience.
 - C. To make a diligent effort to find the Property described above regardless of the amount of compensation the Buyer Broker may receive from the Seller.
 - D. To negotiate on Buyer's behalf for terms and conditions agreeable to Buyer(s).
 - E. To assist Buyer and represent Buyer's interest throughout the transaction.
 - F. To be a fiduciary to Buyer unless certain fiduciary duties are otherwise limited in a written dual agency consent agreement.

