



EXCLUSIVE AGENCY RIGHT TO REPRESENT BUYER CONTRACT

Greater Hartford Association of REALTORS®, Inc.



I/We (Buyer(s)) _____
appoint you (Brokerage Firm) _____
as my/our exclusive real estate brokerage firm to assist me/us to locate and purchase or exchange real property acceptable to me/us.

All buyers who will be signing the purchase contract must be included.

I/We will tell you about all past and current contacts with any real property and a _____ Name of brokerage representing the buyer (not the agent) _____ currently in effect. I/We will use you as my/our exclusive broker in locating and purchasing or exchanging real property. I/We and you agree that:

1. This Contract is in effect from _____, 20____, through and including _____, 20____.

You must enter property type such as commercial, residential, single family, condo, multi family as well as location(s). Location can be one town, one county or multiple towns or counties. Can also be the state of CT or just a specific address. A buyer may have an Exclusive agreement with more than one broker if that broker is only representing the buyer(s) in a specific location and not the whole state. i.e. one Broker may represent a buyer in one county and another broker may represent the buyer in another town.

request, I/we will give you financial and personal information about my/our purchase abilities and needs. You may assist in the process of obtaining a mortgage and to verify the real property and assist me/us in the purchase or exchange to locate real property, which is not offered for sale by any other real estate broker or salesperson.

1 - Effective Date (beginning date) and End Date – Type in the beginning date this agreement goes into effect and the date the agreement will end.

examine real property. I/we are interested in the same real property. I/we will examine the legal title to property, tax considerations, property inspection, engineering, or the uses or planned uses of the property. I/we may also be a seller's agent for the real property covered by this Contract because I/we am/are interested in property that is acceptable to me/us. I/we would be a dual agent, representing both me/us and the seller. You will promptly disclose all relevant information and obtain the notices and consent agreements required by law, for the protection of the parties.

I/we will examine the legal title to property, tax considerations, property inspection, engineering, or the uses or planned uses of the property. I/we may also be a seller's agent for the real property covered by this Contract because I/we am/are interested in property that is acceptable to me/us. I/we would be a dual agent, representing both me/us and the seller. You will promptly disclose all relevant information and obtain the notices and consent agreements required by law, for the protection of the parties.

(10) Service Fee – You must enter a percentage (%) or dollar amount (\$) (this can be a fixed amount or a range). Broker fee must be filled in. Do not write in "per MLS". If a listing broker offers only \$1 in MLS, this is what you would have the right to collect per the buyer broker agreement if that is how it is written on this agreement. You can write something like x%* and then in the comments box write in *or other fee acceptable to XYZ brokerage. Therefore, if the listing broker is offering a buyer broker fee that is different than what you wrote in the agreement, you have the option of agreeing to it or asking the buyer to pay the difference.

10. I/we acknowledge that I/we may be recorded on audio and/or video surveillance or otherwise monitored when I/we enter or visit real property in connection with this Contract. I/we acknowledge that I/we consent to any such audio and/or video surveillance of any real property that I/we may view. I/we consent to any such audio and/or video surveillance of any real property that I/we may view.

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMPENSATION IS DETERMINED BY THE LISTING AGENCY AND MAY BE NEGOTIABLE BETWEEN YOU AND THE LISTING AGENCY.

11. Your service fee is _____ of the agreed upon purchase price or exchange value. You agree to pay the service fee to the listing agency. I/We will pay all or any part of your service fee that is not paid by the seller. (a) I/We enter into a contract for the purchase or exchange of real property during the term of this contract; or (b) I/We purchase or exchange real property during the term of this contract; or (c) Notwithstanding paragraph 11, I/we agree to pay you a service fee if I/we purchase or exchange real property which is not listed with a real estate broker or salesperson.

(11) Retainer Fee – If a retainer fee is being charged, this field must be filled in.

12. [APPLIES ONLY IF FILLED IN.] I/We will pay you a non-refundable retainer fee of \$ _____, due and payable when you sign this Contract, to be applied to any service fee that you earn under this Contract; or an hourly service fee of _____ upon receipt of your bill.

(11) Hourly Service Fee – Fill in only if applicable.

13. [APPLIES ONLY IF FILLED IN] OTHER: _____

(12) Other Terms – If there are any circumstances where any part of the agreement may not apply or may be different due to a specific circumstance, please write it in here.

I/we agree to indemnify and hold you harmless, or against my/our heirs, administrators, executors, and assigns. I/we agree to pay the costs and expenses which you may incur to collect on the contract, discharged only by a written agreement. I/we agree to comply with the Statutes prohibiting discrimination in real estate transactions (C.G.S. Title 46a, § 36a-1).

Fair Housing Statement: Be sure to explain the fair housing notice to your Buyer(s) and have them initial.

IT IS UNLAWFUL UNDER FEDERAL AND OR STATE LAW TO DISCRIMINATE IN REAL ESTATE TRANSACTIONS ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, SEX, GENDER IDENTITY OR EXPRESSION, SEXUAL ORIENTATION, CIVIL UNION STATUS, MARITAL STATUS, AGE, LAWFUL SOURCE OF INCOME, FAMILIAL STATUS, LEARNING DISABILITY, PHYSICAL OR MENTAL DISABILITY, STATUS AS A VETERAN, STATUS AS A VICTIM OF DOMESTIC VIOLENCE OR ERASED CRIMINAL HISTORY INFORMATION. I/We read and understand this section: All Buyers Initial _____

The real estate broker may be entitled to certain lien rights pursuant to subsection (d) (and subsections e-q) of section 36a-225 of the General Statutes of the State of Connecticut. Execution by Electronic Methods. The parties agree that they may enter into this Contract (including any amendments) by electronic means, including email. This consent applies only to this transaction, and either party may withdraw such consent by fax or email at any time. The validity or enforceability of this Contract (or any amendments hereto) after it has been entered into. Faxing, or the use of a fax machine or other appropriate fax technology. Email, and retention of and access to email records, requires a copy of the original document to be retained.

Execution by Electronic Methods: This paragraph is to agree that the buyers will allow communication via fax and email (electronic methods) or in writing. The authorized representative inserts the fax number the Broker elects to use and the email address of the authorized representative(s) and the fax number(s) and email address(es) of all the buyers who are signing this agreement.

Broker elects to use: _____ Fax: Fax number is: _____ Buyer elects to use: _____ Fax: Fax number is: _____

By: (Auth. _____ Email: Email address is: _____
Address: _____ promptly notify the other party of the new email address.
Buyer _____
Buyer _____
Date _____
Address: _____

The buyer(s) must sign and date and include their address. Enter the name of your brokerage firm and full address. You must make sure you have also initialed, signed and dated the agreement. All buyer(s) MUST receive a copy of the fully executed agreement at the time it is signed.