

Virginia Peninsula Association of REALTORS®, Inc.
EXCLUSIVE RIGHT TO REPRESENT BUYER AGREEMENT



This agreement, made as of _____, 20____ between _____ "Buyer"(s) and _____ the "Broker." Broker is retained to assist Buyer in the acquisition of real property. As used in this agreement, "acquisition of real property" shall include any purchase, option, exchange or lease of real property, or any agreement to do so.

TERMS:

1. This agreement shall commence when signed and shall terminate at midnight _____ 20____.

2. **PURPOSE:** Buyer retains Broker to locate the following type property,

3. **BROKER'S DUTIES:**

- A. Broker shall use professional knowledge and skills to assist the Buyer in locating listed properties or unlisted properties of which the broker has actual knowledge. Broker will promote the interest of the Buyer by:
 - 1. Seeking a property of a type acceptable to the Buyer and at a price and on terms acceptable to the Buyer; however, the Broker shall not be obligated to seek other property for the Buyer while the Buyer is a party to a contract to purchase property unless agreed to as a part of the brokerage relationship.
 - 2. Assisting in the drafting and negotiating of offers and counteroffers, amendments, and addenda to the real estate contract and in establishing strategies for accomplishing the Buyer's objectives.
 - 3. Receiving and presenting in a timely manner all written offers or counteroffers to and from the Buyer and seller, even when the Buyer is already a party to a contract to purchase property; and
 - 4. Providing reasonable assistance to the Buyer to satisfy the Buyer's contract obligations and to facilitate settlement of the purchase contract.
- B. The Broker shall represent solely the interest of the Buyer in all negotiations and transactions regarding acquisition of real property and repudiate any agency or subagency relationship with the seller or the Listing Company, except as described in paragraph 7.
- C. The Broker shall maintain the confidentiality of all personal and financial information received from the client during the brokerage relationship, unless otherwise provided by law or the Buyer consents in writing to the release of such information.
- E. Broker shall disclose to Buyer all material facts related to the property or concerning the transaction of which Broker has actual knowledge.

4. **BUYER'S DUTIES:**

- A. Buyer will work exclusively with the Broker during the term of this agreement.
- B. Buyer will consult with Broker and make known the existence of this agreement to all appropriate parties, including site agents at new construction locations, agents at Open Houses, agents for properties advertised and listed by other realty firms, owners of properties for sale with or without an agent, thus avoiding the possibility of confusion over the brokerage relationships and misunderstandings about liability for compensation.
- C. Buyer will provide the Broker and lender with financial information sufficient to establish the Buyer's eligibility to purchase property.
- D. Buyer will work diligently and in good faith with the Broker and other interested parties, e.g., the lender, to successfully close the transaction.

5. **RETAINER FEE:** Broker acknowledges receipt of a retainer fee in the amount of _____, which, in the event seller does not pay compensation identified in paragraph 6 below, shall be deducted from compensation due from Buyer. The retainer fee is non-refundable and is earned when paid. If Buyer obtains financing guaranteed by the Department of Veterans Affairs, the retainer fee shall be refunded in full to Buyer at settlement.

6. **COMPENSATION:** Buyer agrees to pay Broker a fee of _____

At settlement, if during the term of this agreement Buyer enters into a contract to acquire, directly or indirectly, to include Lease with option to purchase, any property, as described above, whether through the services of the Broker or otherwise. Any compensation paid to the Broker by the seller, either directly or through the listing broker, shall be credited towards the compensation due under this Agreement. Buyer understands that Broker's principal source of information about available properties will be local multiple listing services; however, Broker may from time to time become aware of properties for sale by owner without the involvement of a listing broker (a "FSBO property") that may be suitable to Buyer. Before bringing such a FSBO property to the attention of Buyer, Broker will ascertain whether the seller will agree to compensate Broker for procuring a contract on the property, and if so, Broker will bring the property to the attention of Buyer. If the seller will not agree to compensate Broker, Broker will inquire of Buyer whether Buyer will pay Broker directly the compensation agreed to in paragraph 6, and if Buyer agrees, Broker will identify the property, arrange a showing, and, as appropriate, assist in preparing an offer to purchase. Broker shall have no obligation to search out FSBO properties beyond those that come to the attention of Broker in the ordinary course of its business, and, if Buyer is interested in considering FSBO properties, Buyer is encouraged to watch newspaper advertisements and other sources of information about available properties and to bring to the attention of Broker any such properties that may be of interest to Buyer. Broker shall not be obligated to identify to Buyer any FSBO property unless either the seller or Buyer agrees to pay Broker a fee equal to the amount set forth in this paragraph 6 or otherwise acceptable to Broker.

The compensation shall also be due if, during the period of _____ days after this agreement terminates, Buyer enters into an agreement, to acquire, directly or indirectly, to include Lease with option to purchase, a property shown or described to Buyer by Broker, unless Buyer has subsequently entered into an "Exclusive Right to Represent Buyer Agreement" with another real estate firm. Buyer's obligation to pay the fee described herein shall survive the termination of this agreement. If any legal action is

Please initial: Buyer _____ Date ____/____/20____
Buyer _____ Date ____/____/20____

instituted to enforce the terms of this paragraph 6, and this provision only, the Broker shall be entitled to collect, in addition to any amounts awarded, reasonable attorney’s fees.

BONUSES AND INCENTIVES – In the event seller(s) or listing company offer a bonus or incentive for selling a property, Buyer authorizes Broker to retain any selling bonus or incentive offered, and Broker shall give Buyer notice of such bonus or incentive promptly, but in all events before contract ratification.

7. **DISCLOSED DUAL REPRESENTATION:** Buyer acknowledges that properties listed with Broker, wherein Broker represents the interests of the seller, may be of interest to Buyer. Buyer authorizes Broker to bring to Buyer's attention any properties listed by Broker, which may suit Buyer's needs. If Buyer elects to see or consider a property listed by Broker and to make an offer on such property, Broker will be acting as representative for both Buyer and seller in the same transaction and either:

A. **USE OF DESIGNATED REPRESENTATIVES** - Broker may request the consent of Buyer and seller client to assign different licensees affiliated with Broker as designated representatives to represent, respectively, Buyer and seller client to the exclusion of all other licensees of Broker. Such designated representatives shall not be considered dual representatives under Virginia law and shall not be limited in their ability to represent the client to whom they are designated in the transaction. The principal or supervising broker who is supervising the transaction shall be considered a dual representative of both Buyer and seller, and such Broker's ability to represent both clients will be limited. Broker shall not disclose to either client or such client's designated representative any information that has been given to the dual representative by the other client within the confidence and trust of the brokerage relationship, unless the disclosure is required by law or consented to in writing by the affected party. Such disclosure shall be given to, and consent obtained from, (I) the Buyer not later than the time an offer to purchase or to lease is presented to the licensee, and (ii) the seller not later than the time the offer to purchase is presented to the seller; or

B. **USE OF DUAL REPRESENTATION** - In the event Broker does not so designate representatives to represent Buyer and Seller, upon written consent, Broker will be acting as the representative for Buyer and Seller in the same transaction. In this event, Buyer will be asked to sign a Dual Agency Consent Agreement and will acknowledge that there is a limitation on Broker's ability to represent either Buyer or seller fully and exclusively. Broker shall not disclose to either client any information that has been given to the dual representative by the other client within the confidence and trust of the brokerage relationship, unless the disclosure is required by law or consented to in writing by the affected party.

8. **REALTORS® CODE OF ETHICS & FAIR HOUSING LAWS:** Buyer understands that Broker must at all times be honest in dealings with a seller and a listing firm and must adhere to the Code of Ethics promulgated by the NATIONAL ASSOCIATION OF REALTORS® and FAIR HOUSING LAWS. Properties shall be shown and made available to the Buyer without regard to race, color, religion, sex, elderliness, handicap, familial status or national origin as well as all classes protected by the laws of the United States, the Commonwealth of Virginia and applicable local jurisdictions.

9. **DISCLOSURES:**

- A. Buyer(s) acknowledge by their signature(s) below, receipt of the REIN Consumer Disclosure Information Form prior to entering into this Agreement.
- B. Buyer acknowledges that Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, termite/moisture inspector, certified home inspector or other service provider. These related services require expert opinions and it is recommended that Buyer seek advice for these matters.
- C. Buyer(s) acknowledges that sellers’ or sellers’ representatives may not treat the existence, terms, or conditions of offers as confidential unless there is a confidentiality agreement between the parties.
- D. The Broker or Agent may represent or work with other potential buyers for the same property before, during and after the expiration of this Agreement. Other potential buyers may consider, make offers to purchase through Broker or Agent, the same or similar properties as Buyer is seeking to acquire.
- E. Buyer should exercise whatever due diligence he/she deems necessary with respect to information on any sexual offenders registered under Chapter 23 (Section 19.2-387 et seq.) of Title 19.2 of the Code of Virginia; whether the owner proceeds under subdivision 1 or 2 of subsection A of 55-519. Such information may be obtained by contacting your local police department or the Department of State Police, Central Criminal Records Exchange, at (804) 674-2000 or <http://sex-offender.vsp.state.va.us>.

10. **OTHER PROVISIONS:** _____

11. **ENTIRE AGREEMENT:** This agreement together with any exhibits and any addenda, signed by the parties constitute the entire agreement between the parties and supersede any other written or oral agreements between parties. This Agreement can only be modified in writing then signed by both parties.

Witness the following duly authorized signatures and seals:

_____ BROKER	_____ DATE	_____ BUYER	_____ DATE
_____ SALES ASSOCIATE	_____ DATE	_____ BUYER	_____ DATE