

## EXCLUSIVE RIGHT TO REPRESENT BUYER OR TENANT AGREEMENT

Greater Fairfield County CMLS, Inc.

### Exclusive Appointment:

I/We (Buyers)

hereby appoint you Real Estate Broker/Agent (here-in-after referred to as "Broker")

to act as our EXCLUSIVE AGENT to represent us in the location, purchase, exchange or lease of real property located in the following Towns within the State of Connecticut (the "Exclusive Towns"):

This appointment is effective beginning on

and terminates on

### Broker's Obligations:

Broker agrees to provide the following services as Buyers Exclusive Agent:

1. To use her/his best efforts to identify real properties within the Exclusive Towns which meet the Buyer(s) requirements as they have been communicated to Broker.
2. To assist Buyer(s) as his/her/their broker in the purchase, exchange or lease of real properties within the Exclusive Towns, including:
  - A. the preparation and presentation of offers to purchase or lease; and
  - B. the negotiation of the terms and conditions of a purchase or lease which are acceptable to Buyer(s)
3. To protect the confidentiality of personal and financial information provided by Buyer(s) to Broker in connection with Broker's agency, disclosing such information only with Buyer(s) specific authorization or as required by law.

Dated:

4. Broker is not qualified to provide advice to Buyer(s) regarding legal title to real property; physical or environmental conditions which may effect the value or marketability of real property; uses permitted for real property or other zoning restrictions under applicable state and local laws or ordinances; or local, state and federal tax considerations with respect to real property. Questions or concerns regarding these matters should be discussed with Buyer's legal, accounting and/or engineering professionals.

Buyer(s) Obligations:

Buyer(s) agree to cooperate with Broker in the performance of Broker's obligations, and make(s) the following promises and representations to Broker regarding the Exclusive Agency created under this Agreement:

6. Buyer(s) represent that he/she/they have not entered into an exclusive buyer agency agreement with any other licensed real estate broker for any portion of the time period during which this Agreement is in effect, or for any of the Exclusive Towns identified above.
7. Buyer(s) will provide personal and financial information to Broker reasonably required to enable Broker to effectively represent Buyer(s) in the location, purchase and/or lease of real properties which meet the buyer(s) requirements.
8. Buyer(s) will cooperate with Broker in the location and evaluation of suitable properties and will be reasonably available to examine such properties.
9. Buyer(s) will inform Broker of all past and ongoing contacts which Buyer(s) have, or have had, with specific properties located within the Exclusive Towns and with other licensed real estate brokers and agents. Buyer(s) will advise property owners and licensed real estate brokers/agents that they are exclusively represented by Broker and instruct such property owners and brokers/agents to communicate directly with Broker.

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Buyer(s)

Dated:

Disclosures and Legal Notices:

10. Buyer(s) acknowledge and agree that Broker may be an agent for the seller or lessor of suitable properties which may be considered for purchase or lease by Buyer(s). In such cases, Broker will potentially be acting as a dual agent and will promptly disclose such fact to Buyer(s) and discuss with Buyer(s) the implications and possible resolutions of such dual agency, including execution by Buyer(s) of a Dual Agency Consent Agreement.
11. Buyer(s) acknowledge and agree that Broker may also represent other buyers or tenants who are interested in the purchase or lease of suitable properties which Buyer(s) may be interested in purchasing or leasing.
12. This Agreement is subject to the provisions of Title 46a, Chapter 814c of the Connecticut General Statutes, which prohibit discrimination in commercial and residential real estate transactions.
13. Broker may be entitled to assert certain lien rights as set forth in subsection (d) of Section 20-325a of the Connecticut General Statutes.
14. 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.

Broker's Compensation:

15. In exchange for the services to be rendered by Broker under this Agreement, Buyer(s) agree to pay Broker a commission determined as follows:
  - A. A Buyer's Commission, if Buyer enters into an agreement to purchase suitable real property and all material conditions contained in such purchase agreement are satisfied, equal to [\$  ] OR [  % of the purchase price].

Dated:

B. A Lessee's Commission, if Buyer enters into a lease for suitable real property and all material pre-occupancy conditions contained in such lease are satisfied, equal to [\$  ] OR [  % ] of the total gross rent to be paid during the term of the lease, before the application of any allowances or credits]. Buyer(s) also agree to pay Broker a Renewal Commission equal to the original Lessee's Commission upon any renewal of the lease, either by option or agreement between the Buyer(s) and the lessor. The Renewal Commission shall be due and payable on the commencement date of the renewal.

16. A Buyer's Commission or Lessee's Commission is due to Broker for any purchase or lease transaction entered into by Buyer(s) during the term of this Agreement, whether or not Broker introduced Buyer(s) to the property bought or leased. In addition, if Buyer(s) purchase or lease a property which Broker introduced to Buyer(s) during the term of this Agreement within  months following the expiration or termination of this Agreement, Buyer(s) shall pay Broker a Buyer's Commission or Lessee's Commission based upon such purchase or lease.

17. Payment of the Buyer's Commission or Lessee's Commission is the obligation of the Buyer(s). If Buyer(s) purchase or lease real property for which Broker is the listing broker, or Broker receives compensation as a cooperating broker based on Buyer(s) purchase or lease of real property that was listed on a multiple listing service in which Broker is a participant, Broker will credit the amount received by Broker from the seller/lessor, which may exceed the Buyer's/Lessor's Commission, against the Buyer's Commission or Lessee's Commission otherwise due from Buyer(s).

Broker will use his/her best efforts to negotiate a provision in the purchase agreement or lease which obligates seller/lessor to pay the Buyer's Commission or Lessee's Commission.

18. Broker will inform Buyer(s) at the time a suitable property is initially presented for Buyer's consideration whether or not Broker is the listing broker for the property or if Broker is eligible to receive a cooperating Broker's commission on the sale or lease of the property through participation in a multiple listing service. Buyer(s) may elect not to view any property for which Buyer(s) are responsible for payment of the commission.

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Buyer(s)

Dated:

Additional Terms:

19. This Agreement is binding upon and inures to the benefit of Buyer(s) and Broker and their respective heirs, successors and assigns. Neither party shall have the right to assign his/her rights or obligations under this Agreement to another party.

20. In the event that Broker is required to commence litigation against Buyer(s) to enforce this Agreement, Buyer(s) agree to pay Broker, in addition to amounts otherwise due, all costs incurred by Broker, including reasonable attorneys fees, in connection with such litigation.

BROKER:  (Firm Name)   
By:  Date:   
Address:  Telephone:   
City/Town:  State/Zip:

BUYER(S):   
By:  By:   
Date:   
Address:  Telephone:   
City/Town:  State/Zip: