



EXCLUSIVE BUYER AGENCY AGREEMENT

This Exclusive Buyer Agency Agreement (herein referred to as the "Agreement") by and between: _____ (hereinafter referred to as "Buyer") and _____ (hereinafter referred to as "Broker").

Section 1. PURPOSE OF AGENCY: Buyer hereby appoints Broker as Buyer's exclusive agent for the purpose of representing Buyer in finding and buying real property in Beaufort or Jasper County.

Section 2. EFFECT OF EXCLUSIVE BUYER AGENCY: By appointing Broker as Buyer's exclusive agent, Buyer agrees to conduct all negotiations for property of the type described above in Section 1 through the Broker, and to refer to Broker all inquiries received in any form from brokers, salesperson, prospective sellers on any source, during the time this Agreement is in effect.

Section 3. COMPENSATION OF BROKER: In consideration of the services to be performed by the Broker, Buyer agrees to pay Broker a brokerage fee (check one or more of the following):

Broker and Buyer have agreed that the brokerage fee shall be paid to Broker totally from the Listing Broker, as agreed to through the Listing Broker's offer to cooperate (i.e. MLS, flyers, etc.).

Buyer will pay Broker a non-refundable retainer fee of \$ _____ due and payable upon the signing of the contract.

_____ % of _____ or \$ _____

Buyer agrees to pay the Broker any partial and/or additional fees as follows: _____

Broker's fees will be deemed earned when Broker is under contract to purchase any property presented by the Broker or found by the Buyer themselves. This fee will be due and payable at closing or upon Buyer's default. If Buyer defaults, the total compensation that would have been due the Broker will be due and payable immediately in cash from the Buyers.

In addition, such brokerage fee described in this Section 3 shall be earned, due and payable to Broker by the Buyer if property of the nature contemplated herein is purchased by the Buyer within 90 days after the termination of the Agreement or any extensions thereof, if such property was introduced to the Buyer during the term of this Agreement by Broker or any third party.

Section 4: DURATION OF AGENCY: Broker's authority as Buyer's exclusive agent shall begin _____ 20 _____ and shall continue through _____ 20 _____.

Section 5. OTHER POTENTIAL BUYERS: Buyer understands that other prospective purchasers may be represented by Broker and that such other prospective purchasers may seek property, submit offers and contract to purchase property through Broker, including the same or similar property as Buyer seeks to purchase. Buyer acknowledges, understands and consents to such representation of the other prospective purchasers by Broker through its agents.

Section 6. BROKERS DUTIES: The Broker shall:

- A. Use professional knowledge and skill to locate real properties which may be available for purchase.
- B. Show real property to the Buyer that meets Buyer's needs.
- C. Represent the Buyer throughout the entire transaction in the purchase of real property which may include the following:
 - 1. Provide assistance with financing opportunities.
 - 2. Provide information, facts, advantages and disadvantages.
 - 3. Negotiate all details of the Purchase Agreement.
 - 4. Assist attorneys, lenders, etc. in the closing of the property.

Section 7. DISCLOSED DUAL AGENCY: Buyer acknowledges that the Broker also enters into contracts with the person (hereinafter referred to as "Seller") who wish to sell property. Such property is commonly known as "Company Listing". If the Buyer wishes to view one of the Broker's listings, the Broker may, with both Buyer's and Seller's consent, serve as a dual agent, after the Broker fully discloses the consequences of dual agency status. Since both Seller and Buyer have different interests to protect in the negotiation process, certain difference or conflicts may arise. Accordingly, Broker will represent both the Buyer and the Seller only with their written consent.

Section 8. INDEMNIFICATION OF BROKER: Buyer hereby indemnifies Broker and shall hold Broker harmless on account of any and all loss or damage arising out of the Agency Agreement, including, but not limited to, attorney's fees reasonably incurred by the Broker.

Section 9. ASSIGNMENT BY BUYER: No assignment of rights obtained for Buyer pursuant to this Agency Agreement shall operate to defeat any of the Broker's right under this Agency Agreement.

Section 10. OTHER PROFESSIONAL SERVICES: 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, home inspector or other professional service advisor.

Section 11. NONDISCRIMINATION: The parties hereto shall not discriminate in regard to any prospective Seller or Buyer because of their race, creed, color, sex, marital status, National origin, familial or handicapped status of such person.

Section 12. ENTIRE AGREEMENT: This Agency Agreement constitutes the entire agreement between the parties relating to the subject thereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement.

Section 13. DEFINITION: The term "purchase" in this Agreement shall include any purchase, option, exchange, lease or trade entered into.

Section 14. ADDITIONAL PROVISIONS:

IN WITNESS WHEREOF, this Agreement is hereby agreed to and duly executed.

Date _____
Witness _____ Buyer _____
Date _____

Date _____
Witness _____ Buyer _____
Date _____

Date _____
Licensee _____ Buyer _____
Date _____