



**EXCLUSIVE BUYER/LESSEE BROKERAGE AGREEMENT**

**PARTIES and TERMS:**

\_\_\_\_\_ (buyer/lessee) agrees to work exclusively with RE/MAX Advance Realty agent Hal Feldman in pursuit of purchasing and/or leasing real property. This document allows Hal Feldman to begin the showing of property and binds him and the Brokerage to performing services for the Buyer/Lessee using the Realtor Code of Ethics, as well as providing his real estate knowledge, skill, care and diligence.

This agreement begins on \_\_\_\_\_ and ends upon the successful conclusion of the intended real property transaction or three days following written notice by Buyer/Lessee proving that RE/MAX Advance Realty agent Hal Feldman has failed to deliver satisfactory services, as per below.

***In layman's terms this agreement means we are "dating" exclusively. No "cheating" on me. In return, I'll provide my skill and dedication to achieve your real estate goal. If you want to break up, just tell me. It's that simple.***

**BROKER'S OBLIGATIONS:**

**(a) Broker Assistance. Broker will:**

- use **Broker's** professional knowledge and skills;
- assist **Buyer** in determining **Buyer's** financial capability and financing options;
- discuss property requirements and assist **Buyer/Lessee** in locating and viewing suitable properties;
- assist **Buyer/Lessee** to contract for property, monitor deadlines and close any resulting transaction;
- cooperate with real estate licensees working with the seller, if any, to affect a transaction. **Buyer/Lessee** understands that even if **Broker** is compensated by a seller or a real estate licensee who is working with a seller, such compensation does not compromise **Broker's** duties to **Buyer/Lessee**.

**(b) Other Buyers.**

**Buyer/Lessee** understands that **Broker** may work with other prospective buyers/lessees who want to acquire the same property as **Buyer/Lessee**. If **Broker** submits offers by competing buyers/lessees, **Broker** will notify **Buyer/Lessee** that a competing offer has been made, but will not disclose any of the offer's material terms or conditions. **Buyer/Lessee** agrees that **Broker** may make competing buyers/lessees aware of the existence of any offer **Buyer/Lessee** makes, so long as **Broker** does not reveal any material terms or conditions of the offer without **Buyer/Lessee's** prior written consent.

**(c) Fair Housing.**

**Broker** adheres to the principles expressed in the Fair Housing Act and will not participate in any act that unlawfully discriminates on the basis of race, color, religion, sex, handicap, familial status, country of national origin or any other category protected under federal, state or local law.

**(d) Service Providers.**

**Broker** does not warrant or guarantee products or services provided by any third party whom **Broker**, at **Buyer/Lessee's** request, refers or recommends to **Buyer/Lessee** in connection with property acquisition.

**Buyer** (\_\_\_\_) (\_\_\_\_) and **Broker/Agent** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 2



**BUYER'S OBLIGATIONS:**

**Buyer/Lessee** agrees to cooperate with **Broker** in accomplishing the objectives of this Agreement, including:

- (a) Conducting all negotiations and efforts to locate suitable property only through **Broker** and referring to **Broker** all inquiries of any kind from real estate licensees, property owners or any other source. If **Buyer/Lessee** contacts or is contacted by a seller or a real estate licensee who is working with a seller or views a property unaccompanied by **Broker, Buyer/Lessee**, will, at first opportunity, advise the seller or real estate licensee that **Buyer/Lessee** is working with and represented *exclusively* by **Broker**.
- (b) Providing **Broker** with accurate personal and financial information requested by **Broker** in connection with ensuring **Buyer/Lessee's** ability to acquire/lease property.
- (c) Being available to meet with **Broker** at reasonable times for consultations and to view properties.
- (d) Indemnifying and holding **Broker** harmless from and against all losses, damages, costs and expenses of any kind, including attorney's fees, and from liability to any person, that **Broker** incurs because of acting on **Buyer/Lessee's** behalf.
- (e) Not asking or expecting to restrict the acquisition of a property according to race, color, religion, sex, handicap, familial status, country of national origin or any other category protected under federal, state or local law.
- (f) Consulting an appropriate professional for legal, tax, environmental, engineering, foreign reporting requirements and other specialized advice.

**BROKERAGE RELATIONSHIP and DISPUTE RESOLUTION:**

**Buyer/Lessee** authorizes **Broker** to operate as a *transaction broker* of the **Buyer/Lessee**. Any unresolvable dispute between **Buyer/Lessee** and **Broker** will be mediated. If a settlement is not reached in mediation, the matter will be submitted to binding arbitration in accordance with the rules of the American Arbitration Association or other mutually agreeable arbitrator.

**COMPENSATION:**

**Buyer/Lessee** authorizes **Broker** to operate as transaction broker of **Buyer/Lessee**. Upon the successful closing of a *purchased* property, **Buyer** will pay RE/MAX Advance Realty a fee of \$295.00. This fee will be included on any/all submitted offers as part of the contract terms. (There is no \$295.00 fee for *leased* properties). In the unlikely event that the Selling party is providing less than a 3% commission, the **Broker** reserves the rights to negotiate additional commission from the **Buyer/Lessee** for their services on that specific property. Leased properties are exempt from this clause.

**ACKNOWLEDGMENT; MODIFICATIONS:**

**Buyer/Lessee** has read this Agreement and understands its contents. This Agreement cannot be changed except by written agreement signed by both parties.

Date: \_\_\_\_\_

**Buyer(s):** \_\_\_\_\_ and \_\_\_\_\_

Buyer A Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Buyer B Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**Real Estate Associate:** \_\_\_\_\_  
Hal Feldman

**Buyer** (\_\_\_\_) (\_\_\_\_) and **Broker/Agent** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 2

