

**BUYER AGENCY AGREEMENT
(EXCLUSIVE RIGHT)**

This is a legally binding agreement; if not understood, seek competent legal advice prior to signing.

BUYER: _____

Address: _____

Email Address: _____

Primary Phone: _____ Secondary Phone: _____

In consideration of the services to be performed by _____, (hereinafter referred to as Broker), Buyer appoints Broker as Buyer's exclusive agent for the purpose of assisting Buyer in locating for purchase acceptable real estate within the county(ies) of _____ as indicated by Buyer signing an offer to purchase agreement (option, exchange, lease or trade) that is accepted by a Seller.

- 1. Effect of Exclusive Buyer Agency Agreement.** By appointing Broker as Buyer's exclusive agent, Buyer agrees to conduct all negotiations for Property through Broker, and to refer to Broker all inquiries received from real estate brokers, salespersons, prospective sellers, or any other source during the time this agreement is in effect. Buyer understands and agrees that the Brokerage Fee payable by Buyer to Broker under paragraph 4 of this agreement shall be deemed earned by Broker and payable upon Buyer's purchase of real estate whether or not Broker was involved in the transaction leading to such purchase. For example, if you purchase a property on your own without Broker's assistance (such as through an open house or "For Sale By Owner"), you would still owe Broker the Brokerage Fee described under paragraph 4 as compensation for Broker's commitment and efforts in assisting you in attempting to acquire real estate.
- 2. Duration of Agency.** Broker's authority shall begin upon Broker's acceptance of this agreement and shall continue until the later of _____, or completion of settlement of property under an agreement signed prior to expiration of this Buyer Agency Agreement.
- 3. Broker's Representations and Services.** Broker will utilize his/her professional knowledge to make a good faith effort to locate real estate as described by the Buyer. Broker will assist Buyer throughout the transaction and will act at all times according to Delaware Law described in the Consumer Information Statement (CIS) of the Delaware Real Estate Commission. Buyer will furnish Broker with necessary personal and financial information to assist Buyer's efforts to purchase property. Please note that Sellers or Sellers' agents might not treat the existence, terms, or conditions of offers as confidential unless confidentiality is required by an agreement between the parties.
- 4. Brokerage Fee.** The Brokerage Fee shall be the cooperating fee as offered by the listing Broker or Seller. If this cooperating fee is less than _____% of the sales price or \$ _____, Buyer shall pay the difference.

4A. The Brokerage Fee as described above shall be earned, due and payable if Buyer enters into an Agreement of Sale for any property located within the county(ies) listed above during the term of this contract, or any extensions thereof.

4B. The Brokerage Fee shall also be due and payable if Buyer enters into an Agreement of Sale for property located within the county(ies) listed above within _____ days after termination of this Agreement, provided the property was introduced to Buyer by Broker or other cooperating Brokers during the term of this Agreement, or any extension thereof. (This provision does not apply in the event the Buyer is subject to an Exclusive Buyer Agency Agreement with another Broker during said time.)

4C. If Buyer enters into an agreement to acquire an interest in real estate and that agreement fails to go to settlement through no fault on the part of the Buyer, the Brokerage Fee provided in this Agreement shall be waived. If that agreement fails to go to settlement because of any fault or non-performance on the part of Buyer, the Brokerage Fee will not be waived, but will be due and payable immediately.
- 5. Other Buyers.** Other potential buyers may be interested in the same property as Buyer. It is agreed that Broker may represent those buyers whether such representation arises prior to, during, or after the end of this Agreement. Delaware law allows Agents to show the same property one client is interested in to one or more other clients. If two potential buyers represented by the same Designated Licensee want to make offers on the same property, Broker shall disclose the situation to each potential buyer. In such a situation Broker and Designated Licensee will not disclose to either buyer the terms of the other's offer. If both Buyers do not consent to continuing to work with the same Designated Licensee, then Broker shall assign another Agent to work as Buyer's agent, or Broker may terminate one of the Agency relationships, or Buyer may terminate this Buyer Agency Agreement.

6. **Broker's Role.** Buyer acknowledges the 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 provider. Buyer has been advised to seek professional advice concerning the condition of the property and legal and tax matters.
7. **Costs of Services or Products Obtained from Outside Sources.** Buyer agrees to promptly pay when payment is due for any and all products or services from outside sources obtained by Broker on Buyer's behalf, provided Buyer has previously agreed to Broker requesting such products or services. (Examples: surveys, home inspections, water tests, etc.).
8. **Assignment of Buyer.** No assignment of Buyer's right under this Agreement and no assignment of rights in property obtained for Buyer under this Agreement shall operate to defeat any of Broker's rights.
9. **Equal Opportunity.** Properties shall be shown and made available to Buyer without regard to RACE, COLOR, NATIONAL ORIGIN, RELIGION, CREED, SEX, MARITAL STATUS, FAMILIAL STATUS, AGE, SEXUAL ORIENTATION, GENDER IDENTITY, SOURCE OF INCOME, and/or HANDICAP/DISABILITY.
10. **Modification of Agreement.** Modifications of this Agreement are binding only when put in writing and signed by all parties.
11. **Indemnification of Broker.** Buyer agrees to indemnify Broker and hold Broker harmless on account of any and all loss or damage arising out of this Agency Agreement, provided Broker is not at fault, including but not limited to, attorney's fees reasonably incurred by Broker.
12. **Attorney's Fees.** In case of litigation or arbitration concerning this Agreement, the parties agree that costs and reasonable attorney fees shall be awarded to prevailing party.
13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and any prior agreements, whether oral or written, are not of any effect unless set forth in this Agreement.
14.
15. **Counterparts and Miscellaneous.** If more than one person is named as a Buyer herein, this Agreement may be executed by each Buyer, individually, and when so executed, such copies taken together shall be deemed to be a full and complete agreement between the parties. When Buyer enters into a lease agreement or exchange agreement, those shall be substituted for "Agreement of Sale" in this Agreement, "Tenant" shall be substituted for "Buyer", "Landlord" shall be substituted for "Seller", and "lease" shall be substituted for "purchase".
16. **Copy of Agreement.** Buyer acknowledges receipt of a copy of this Agreement signed by the Broker or Designated Agent. A facsimile, electronic record with electronic signature, or photocopy of a signed Agreement shall constitute an original.
17. **Delaware Consumer Information Statement.** Buyer acknowledges that Broker has provided Buyer with a copy of, and Buyer has read and understands, the Delaware Consumer Information Statement, (CIS). A copy of the CIS is attached to this BUYER AGENCY AGREEMENT and thereby made a part hereof. Buyer agrees that Brokerage Office and Broker may act as a Dual Agent. The Designated Licensee shall act in conformity with the Relationship described on the Consumer Information Statement. This shall include the Designated Licensee being a Dual Agent unless excluded by the Consumer Information Statement.

IF YOU DO NOT UNDERSTAND ALL OF THE TERMS OF THIS DOCUMENT, SEEK COMPETENT LEGAL ADVICE BEFORE SIGNING.

BUYER	<div style="border: 1px solid black; width: 400px; height: 20px;"></div>	Date	_____
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BUYER	<div style="border: 1px solid black; width: 400px; height: 20px;"></div>	Date	_____
Designated Agent	<div style="border: 1px solid black; width: 400px; height: 20px;"></div>	Date	_____

Broker Acceptance <div style="border: 1px solid black; width: 300px; height: 20px; display: inline-block;"></div>	Effective Date _____
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