

## **BUYER AGENCY AGREEMENT / EXCLUSIVE RIGHT TO REPRESENT**

This Buyer Agency Agreement, Exclusive Right to Represent (Agreement), between \_\_\_\_\_  
\_\_\_\_\_ ("Buyer"), and \_\_\_\_\_  
( REALTOR ®) of Century 21 Homestar, 440-449-9100 / 31005 Bainbridge Rd. Ste 5 Solon, Ohio 44139

1. **Retainer Agreement:** Buyer retains REALTOR ® as Buyer's Exclusive Agent, to locate property of the type described below and to negotiate terms and conditions for its purchase acceptable to Buyer, from \_\_\_\_/\_\_\_\_/\_\_\_\_ through midnight on \_\_\_\_/\_\_\_\_/\_\_\_\_ (Agency Period).  
General description of property search: \_\_\_\_\_
2. **Services to Buyer:** During the Agency Period, REALTOR® will research available properties and arrange for permission for Buyer to privately tour properties (accompanied by REALTOR®); Buyer will deal exclusively with REALTOR ® with respect to all inquiries, showings, proposals and offers related to Buyer's acquisition of any property. Any offers made by the Buyer during the Agency Period shall be made through REALTOR ®. In addition, any offers made by the Buyer within 180 days after the expiration of the Agency Period (Terminal Period), with respect to properties which REALTOR ® brought to Buyer's attention during the Agency Period, shall be made through the REALTOR ®. If any offer which Buyer makes through REALTOR ® is accepted by the Seller, REALTOR ® shall be entitled to the fee specified below. THIS AGREEMENT DOES NOT OBLIGATE BUYER TO MAKE AN OFFER TO BUY ANY PROPERTY.
3. **Continuous Efforts:** If Buyer makes an offer to purchase any property either (a) during the Agency Period or (b) during the Terminal Period with respect to a property which REALTOR ® brought to Buyer's attention during the Agency Period, Buyer authorizes REALTOR ® to provide continuous assistance as Buyer's agent to the conclusion of the transaction. This authorization includes the right to represent Buyer in negotiating the contract to purchase and any amendments, modifications, new agreements, extensions or other changes. REALTOR ®'s right to a fee shall remain in effect until the transaction is finally concluded.
4. **Compensation of REALTOR ®:** Buyer understands that real estate commissions are paid to REALTOR ® at the conclusion of a purchase transaction and are typically paid by a Seller. The use of the services of a Buyer's Agent/ REALTOR ® will not result in additional fees owed to the REALTOR® by the Buyer, unless a Purchase or Exchange occurs for a property not represented by a Broker (for example: For Sale By Owner property). In the case of Buyer wanting to purchase a For Sale By Owner property, Buyer agrees that REALTOR ® will make contact with Seller of property to discuss presentation of Buyer's offer and any subsequent fees due to REALTOR ® on behalf of that transaction.
5. **Purchase or Exchange:** REALTOR® fees are paid according to either subsection (A) (B) or (C).
  - A. For the purchase or exchange of property subject to a listing contract held by another Broker / REALTOR®, Buyer's Broker/REALTOR® to be paid a fee equal to the commission as outlined in the MLS or a minimum commission to Buyer's Broker/REALTOR. \$ \_\_\_\_\_
  - B. For the purchase or exchange of property not subject to a listing contract, a fee equal to 3% of the purchase or exchange price to be paid to Buyer's Broker/REALTOR®
  - C. Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. **REALTOR®'s Obligations:** In consideration of Buyer's contract set forth above, REALTOR® agrees to use diligence in procuring a property acceptable to Buyer and to negotiate terms and conditions for the purchase or exchange acceptable to Buyer; REALTOR® agrees to act in Buyer's best interest, keeping all personal and financial information confidential.

7. Fair Housing Statement: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of section 4112.02 of the Ohio Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, disability as defined in that section, or national origin, or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.
8. Sole Contract: The parties agree that this contract constitutes their entire contract and that no oral or implied contract exists. Any amendments to this contract shall be made in writing, signed by both parties and copies shall be attached to all copies of this original contract.
9. Other Potential Buyers: Buyer understands that other potential buyers may consider, make offers on, purchase, lease, exchange or otherwise acquire through REALTOR® the same or similar properties as Buyer is seeking to acquire. Buyer consents to REALTOR®'S representation of such other potential buyers before, during and after the expiration of this agreement.
10. Agency Disclosure: Buyer (check one) \_\_\_\_\_ has \_\_\_\_\_ has not received Broker's written disclosure of its company policy on agency relationships. By signing below, the parties confirm that they have received, read and understand the information contained in the "Agency Disclosure Statement" required by Ohio Law.
11. Buyer's Acknowledgment: Buyer acknowledges having read this contract and confirms that the information contained herein is true and accurate. Buyer confirms receipt of a copy of this contract.

\_\_\_\_\_  
 Buyer (Signature) Date

\_\_\_\_\_  
 Buyer (Signature) Date

\_\_\_\_\_  
 Buyer (Print)

\_\_\_\_\_  
 Buyer (Print)

\_\_\_\_\_  
 Agent (Signature) Date

\_\_\_\_\_  
 Agent (Print)