

EXCLUSIVE BUYER REPRESENTATION AGREEMENT

This agreement is designed to allow a buyer to engage a qualified licensed real estate professional for the purpose of viewing property, and receiving contract negotiation and advocacy services throughout the entire real estate offer and purchase process, for all types of property.

1. LENGTH OF AGREEMENT:

This agreement shall begin on _____ and end on _____ or upon the closing or termination of any transaction, whichever is later.

2. AGENCY DISCLOSURE:

The agency relationship between Buyer and Broker (Century 21 HomeStar) determines how Broker will work on Buyer's behalf. Broker's agency relationship with Buyer is disclosed and documented in the consumer guide to agency and agency disclosure form.

3. BROKER'S EFFORTS:

Broker will exercise good faith efforts to: (a) locate and present suitable Properties to Buyer; (b) tour and prepare detailed analysis of specific Properties, per Buyer's request; (c) help Buyer prepare, negotiate, and secure a contract to purchase one or more Properties; (d) cooperate with any real estate licensee working with the seller to facilitate and complete Buyer's purchase of the Property; and (e) perform other services as needed and requested by Buyer.

4. FOR BEST EXPERIENCE:

Buyer is encouraged to conduct all negotiations for the Property in good faith, and exclusively through the Broker. Buyer understands that signing more than one buyer-broker representation agreement for any overlapping period of time could expose Buyer to liability for paying additional fees. Buyer is not a party to any other active, exclusive buyer-broker representation agreements.

5. BROKER FEE:

Buyer understands that broker fees and commissions are not set by law and are fully negotiable, and may be paid by the seller, the buyer, the landlord, the tenant, or a third party, or by sharing or splitting the fees and commissions between brokers.

Buyer agrees to pay Broker, as provided below (the "Broker Fee") for any Properties involving Broker's efforts. No Broker Fee is due if the Buyer chooses not to purchase a property. The Broker Fee shall be due and payable upon successful closing. If Buyer enters into an agreement to purchase any Property within 180 days following the expiration of earlier cancellation of this agreement, then Buyer shall pay the Broker Fee to Broker upon closing. This agreement shall act as escrow instructions for payment of the Broker Fee to Broker.

A COMMISSION INCLUDING A FLAT FEE OF \$350 PLUS A RATE OF _____% OF THE TOTAL PURCHASE PRICE OF THE PROPERTY.

6. COLLECTING BROKER FEE FROM THE SELLER:

DIRECT SELLER TO BROKER COMPENSATION: Buyer authorizes Broker to request that the Broker Fee be paid by the seller to Broker at closing. Any such arrangement will be written in a separate compensation agreement between the Buyer, Seller & Broker. Buyer understands that Broker cannot communicate with the seller without first receiving the seller's broker's permission to do so.

CREDIT TO BUYER AT CLOSING: Buyer may choose to negotiate that the Broker Fee be paid, in whole or in part, by the seller through a seller credit to Buyer at closing. At Buyer's instruction, Broker will write this request into Buyer's offer to purchase.

Buyer agrees and consents if a listing agent or seller, or any other third party offers Buyer's agent compensation to the Broker, then Broker shall make reasonable efforts to obtain said compensation. Buyer's payment obligation under this Agreement will be offset by the amount of any Buyer's agent compensation received by the Broker. If Buyer's agent compensation received by the Broker is less than Buyer's payment obligation under this Agreement, Buyer shall pay the Broker the amount of Buyer's remaining payment obligation. If Buyer's agent compensation received by the Broker is more than Buyer's payment obligation, Buyer's payment obligation is satisfied, and Broker shall rebate any compensation in excess of Buyer's payment obligation to Buyer at closing, if applicable and subject to lender approval. Under no circumstance shall Broker retain any compensation in excess of Buyer's payment obligation hereunder for this transaction. Any liability against Broker shall be limited to the amount of compensation the Broker receives.

7. FAIR HOUSING:

It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, 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 4122.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or natural 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 Century 21 HomeStar 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. OTHER BUYERS:

Buyer acknowledges that Broker may represent multiple buyers interested in purchasing the same Property as Buyer.

9. CANCELLATION:

Either party may cancel this agreement with written notice to each other, unless Buyer is under contract to purchase a Property.

10. ADDITIONAL TERMS:



_____ Buyer Signature	_____ Date	_____ Print Name	_____ Phone / Email
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_____ Buyer Signature	_____ Date	_____ Print Name	_____ Phone / Email
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_____ Agent Signature	_____ Date	_____ Agent Print Name / Agent License #	
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_____ Agent Phone / Email	_____ Century 21 HomeStar / 440-449-9100 / C21HomeStar@Gmail.com Broker		
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