

EXCLUSIVE BUYER AGENCY AGREEMENT

_____ (the BUYER(s)) identified below retain and grant to Northeast Ohio Realty, LLC dba Century 21 Homestar Realty (Broker) the sole and exclusive right to represent BUYER in locating real property and negotiating for its purchase on terms and conditions authorized by BUYER. In consideration for the mutual exchange of promises outlined in this Agreement, the undersigned Agent of Broker shall use her or his best efforts to locate real property for purchase or exchange by BUYER, negotiate the terms of BUYER'S purchase and assist BUYER in post-contract inspections and other matters.

1. TERM: This Agreement commences on _____ and terminates at midnight on _____.

2. BUYER OBLIGATIONS: BUYER shall (1) work exclusively with Agent; (2) provide accurate personal and financial information to Agent; (3) promptly disclose to any other brokerage, agent, or seller that BUYER is exclusively represented by Broker. BUYER represents that BUYER is ready, willing and financially able to purchase real property as of the date of this Agreement or will provide Agent a mortgage pre-approval within ten (10) days from the date of this Agreement. **BUYER represents that BUYER is not currently bound by any agreement, exclusive or otherwise, with another real estate brokerage and agent.**

3. COMMISSION: 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.

In consideration of Broker's and Agent's time, expertise and service, BUYER shall pay Broker a commission of \$350 and _____% of the purchase price at closing. BUYER acknowledges that (1) the listing brokerage may offer commission to Broker, which will be credited to BUYER'S obligation hereunder; (2) BUYER may ask SELLER to pay BUYER'S Broker's commission, which shall be credited to BUYER'S obligation hereunder; and (3) in no event shall the commission owed by BUYER to Broker exceed the amount referenced above. The foregoing commission shall be payable by BUYER to Broker for purchase agreements executed during the term of this Agreement or any extension of it. BUYER shall also pay the commission referenced above to Broker within 120 days from the date of expiration or termination of this Agreement if the property was shown to BUYER, or an offer was made or negotiated by Agent on behalf of BUYER during the term of this Agreement.

4. COLLECTING COMMISSION 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 and Broker.

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.

5. OTHER POTENTIAL BUYERS AND CONTEMPORANEOUS OFFERS: BUYER acknowledges that other potential buyers working with Broker may consider, view, make offers on, purchase, lease, or exchange the same or similar properties as BUYER. Ohio law permits showing the same properties to different purchasers as well as preparing or presenting contemporaneous offers to purchase or lease the same property for more than one buyer client. Before preparing a contemporaneous offer, Agent shall disclose that fact to all buyers for whom it is preparing, presented or has prepared or presented contemporaneous offers to purchase the same property and shall refer any client who requests a referral to another agent affiliated with Broker.

6. CONDITION OF PROPERTY: BUYER agrees that BUYER will not rely upon Broker or Agent to investigate or determine the condition or suitability of any property. BUYER agrees to retain professional inspectors and contractors and to otherwise exercise due diligence to ensure that property is in a condition acceptable to BUYER and otherwise suitable for BUYER'S use.

7. ENTIRE AGREEMENT: This Agreement represents the entire agreement between the parties and any prior agreements between the parties. This is a legally binding agreement. Questions of law should be directed to BUYER'S attorney. BUYER hereby acknowledges receipt of this Agreement.

8. 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 4112.01 of the Revised Code, ancestry, military status as defined in that section, 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.

9. ADDITIONAL TERMS:

Buyers Signature

Date

Print Name

Phone / Email

Buyers Signature

Date

Print Name

Phone / Email

Agents Signature

Date

Agent Print Name / Agent License#

Agent Phone / Email

Century 21 HomeStar / 440-449-9100 / C21HomeStar@Gmail.com

Broker Phone / Email

