

Exclusively Representing The Home Buyer



BUYER BROKERAGE AGREEMENT

In consideration of the fees and conditions stated below, _____(Client) contracts with **Buyer's Edge Company, Inc.** to locate and negotiate acceptable terms for real property suitable for purchase by Client as described as follows:_____

TERM

This Agreement shall be in effect from _____, 20__ until _____, 20__.

SERVICES/PAYMENT

As used in this Agreement, the terms:

"Purchase" shall include any purchase, option, exchange, lease or trade which Client may enter into.

"Locate" shall be any property for which the Client has been provided with or has obtained address and/or price information. This shall include any property located by Buyer's Edge Co., Inc., the client personally, or by any other person during the term of this agreement.

Broker will act as Client's agent to:

1. **Use professional knowledge and skills** as well as services of any appropriate cooperating agencies toward the location and presentation of real property which is available for purchase and suitable for Client's needs as stated above;
2. **Assist Client** through the entire process of property acquisition; and
3. **Negotiate** for and act in the Client's interest in all transactions.

In acceptance of this Agreement, Client will:

1. **Work exclusively with Broker** during the term of this Agreement.
2. **Furnish Broker** with necessary financial and personal information to reasonably establish Client's ability to purchase property.
3. **Pay to Broker a Fee based on one of the following Payment Options:**

A. A Fee of Three percent (3%) of the purchase price, of any real property of the nature described above purchased by the Client, or by any entity in which Client has an interest, during the term of this Agreement.

INITIAL HERE _____

Or

B. A Fee of Two Percent (2%) of the Purchase Price with a One Percent (1%) Retainer Fee. This option is available only to purchasers who have identified a property (Subject Property) they wish to purchase prior to entering into this agreement with Buyer's Edge. Purchaser shall pay Buyer's Edge non-refundable retainer fee upon execution of this agreement in the amount equal to One Percent of the listed sales price of the Subject Property. The retainer fee shall be credited to purchaser at settlement.

Should purchaser proceed with purchase of any property other than the Subject Property during term of this agreement the payment shall be Three Percent (3%) of the purchase price and the retainer fee will be credited to the purchaser at settlement.

SUBJECT PROPERTY is identified as _____

Retainer Fee is _____ Dollars (\$ _____).

INITIAL HERE _____

PAYMENT

The Client shall pay Broker the fee as specified in Paragraph 3A and 3B above if at any time during this Agreement or in the Ninety(90) days following expiration or termination of this Agreement, Client enters into a purchase, exchange, option or rental agreement on any property which Broker or client has located. Fees as set forth in Paragraphs 3A or 3B shall be earned, and deemed to be due and payable when a property is located that is owned by a seller who is ready, willing and able to sell, or otherwise convey an interest in the property upon terms which are acceptable to Client as evidenced by Client entering into a purchase, option, exchange, lease or trade agreement with such Seller. However, upon execution of such contract, The Buyer's Edge agrees to defer the brokerage fee as set forth in Paragraph 3A or 3B until the settlement date stated in the contract with Seller. Deferral is agreed to solely as an accommodation to the Buyer and in no way shall be construed as a waiver or release of Client's obligation to pay the brokerage fee.

INITIAL HERE _____

COOPERATIVE COMMISSIONS

Broker is authorized to receive compensation either as a portion of commission offered by the Listing Broker to a Buyer's Broker or paid by the Seller. The amount of said compensation shall be credited against the obligations of Client to Broker. Any excess received from Listing Broker or Seller over Client's obligations herein shall be credited to Client. Any shortage from cooperative commissions shall be paid by purchaser. The amount of any such payment made by the Listing Broker shall be made with the Seller's and Client's prior knowledge and consent and shall in no way affect the obligation of the Broker to act as the sole and exclusive agent and fiduciary of the Client in the transaction.

INITIAL HERE _____

DISCLAIMER

Client acknowledges that Broker is being retained solely as a Real Estate Agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural or mechanical engineer, certified home inspector, termite inspector, environmental inspector or environmental surveyor (including, but not limited to, inspections for radon, and the presence of lead in the interior and exterior of any structures and in the soil) or other professional service provider. Client is hereby advised to seek separate professional advice for all legal and tax matters and for all of the items listed above. Broker shall be entitled to show any and all properties to other clients. Buyer's Edge is hereby authorized to provide ministerial acts on behalf of the seller.

INITIAL HERE _____

FAIR DEALING

Buyer understands that Broker must at all times be fair and honest in dealings with a Seller and a Listing Broker and must adhere to the Code of Ethics promulgated by the National Association of Realtors. Client must disclose all material facts that in fairness should be disclosed to Broker, Seller and Listing Broker. The parties agree not to discriminate against any prospective Seller or Lessor because of race, color, national origin, religion, ancestry, sex, age, marital status, sexual orientation, presence of children, family status or physical or mental disabilities.

TERMINATION

This contract may be declared null and void by either party at any time, as long as notice is given in writing by the rescinding party and subject to the following clause:

"The Client shall pay Broker the fee as stated in Paragraph 3A or 3B above if at any time in the Ninety(90) days following termination of this Agreement Client enters into a purchase, exchange, option or rental agreement on any property which has been located during the term of this Agreement."

INITIAL HERE _____

AGREEMENT AND RECEIPT

This document contains the full and entire Agreement between Client and Broker. Each acknowledges receipt of a copy of this Agreement.

