EXCLUSIVE RIGHT TO REPRESENT BUYER

1. APPOINTMENT

BUYER(S) (Buyer)_____,
located at _____
grants and BROKER (Broker) _____, located at _____
_____accepts an exclusive right of representation as provided in this Agreement.

2. PROPERTY AND AREA

This Agreement covers ☐ Residential ☐ Multi-Family ☐ Land ☐ Commercial ☐ Other_____ properties in the following areas: _____
_____.

3. TERM OF AGREEMENT

This Agreement is in effect from _____, 20___ through 11:59 p.m. on _____, 20___, inclusive. In the event that Buyer enters into a Purchase & Sale Agreement during the term of this Agreement and the property closes after the expiration date of this Agreement, this Agreement is automatically extended to the actual closing date of the property.

4. BROKER PROFESSIONAL SERVICE FEES (Compensation)

A. Buyer is responsible for Broker's Professional Service Fee, which will be $ _____ or _____% of the purchase price of the property purchased by Buyer, or the value of the property obtained by Buyer in an exchange. Broker earns a Professional Service Fee if Buyer enters into a contract for the purchase or exchange of real property during the term of this Agreement when all contingencies have been met. Buyer will pay Broker a non-refundable retainer fee of $_____due and payable upon execution of this Agreement, to be applied to any Professional Service Fee Broker earns under this contract.

B. The Professional Service Fee applies to any real property purchased or exchanged whether or not such real property is located by Buyer or Broker or offered for sale or exchange by owner (FSBO).

C. Any Professional Service Fee offered by the Seller or Listing Broker will be applied to the Professional Service Fee as provided in section 4.A of this Agreement.

D. Broker may not receive a Professional Service Fee from any source that exceeds the amount or rate agreed to herein.

E. Payment of the Professional Service Fee shall be no later than the date of the transfer of title.

F. If within _____ calendar days after the expiration of this Agreement, Buyer takes title to any real property covered by this Agreement, then BUYER is obligated to pay the Professional Service Fee, unless the Buyer has entered into an exclusive right to represent Buyer agreement with another Broker after the expiration of this Agreement.

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMPENSATION IS NOT FIXED BY LAW. IT IS SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN BUYER AND BROKER.

5. BROKER's DUTIES

A. Broker shall act at all times solely in the best interests of the Buyer to the exclusion of all other interests, including the BROKER's own self-interest, during the term of this agreement.
B. Broker shall use reasonable efforts to locate and present to Buyer properties appearing to meet the criteria set forth herein.
C. Broker shall assist Buyer in the purchase or exchange of real property, including but not limited to evaluating price, preparing/ submitting offers, negotiations, and communicating with listing Broker, inspectors, lenders, attorneys, and other professional service providers concerning the property.
D. Prior to the Buyer making an offer, BROKER shall disclose any material fact known by the BROKER regarding the property.
E. Broker shall not disclose Buyer's confidential information.
F. Broker shall submit to Buyer all offers & counter offers until acceptance but have no obligation to continue to show properties to their Buyer after acceptance unless otherwise agreed to in writing .

6. BUYER's DUTIES

A. Buyer shall notify the Broker about all past and current contracts with any real property or any other Broker.
B. Buyer represents to Broker that Buyer has not and will not employ any other Broker to assist in acquiring real property within the scope of this Agreement.
C. Buyer agrees to protect, defend, indemnify, and hold Broker harmless from the claims, liability and expenses, including reasonable attorney's fees, arising from a claim of any other Broker for compensation.
D. Buyer shall cooperate with Broker and be reasonably available to examine real property.
E. Upon request, Buyer shall provide Broker with evidence of the ability to purchase a property.
F. Buyer shall be responsible to conduct such due diligence, including but not limited to, tests, inspections, municipal reports, school systems, crime statistics, and/or other research as Buyer deems necessary in order to determine the suitability of the property for Buyer's intended use.
G. Buyer authorizes the Broker to deliver prequalification, pre-approval, commitment letters and/or documentation of proof of available funds as requested by the Seller or the Seller's agent.
H. Buyer agrees to pay any costs and attorney's fees which Broker may incur to collect any monies due the Broker under this Agreement.
I. Buyer agrees to notify Broker of any changes that may impact their ability to purchase a property.

© 2015 Eastern Connecticut Association of REALTORS® (Revised 7/24/2024)

7. OTHER TERMS AND CONDITIONS

A. Buyer agrees that Broker may represent other Buyers.
B. Buyer agrees that Broker may disclose non-confidential information about Buyer with other agents and sellers who offer real property to Broker.
C. This Agreement is binding upon and shall inure to the benefit of Buyer and Broker, and each of their heirs, administrators, executors, successors and assigns. Buyer may not assign this Agreement.
D. This Agreement may be modified, waived or discharged only by a written agreement signed by all parties.
E. Buyer understands and agrees that Broker may represent both a buyer and a seller in the purchase and sale of a property. Prior to making an offer Buyer agrees to sign either a dual agent consent agreement or designated agency agreement. With dual agency representation the Broker will not disclose any personal, financial or motivational information of a confidential nature to either party without express written consent.
F. Buyer agrees to indemnify and hold Broker, its agent(s), its successors and assigns, harmless from all suits, claims, demands or damages related to or arising from the use of electronic, mechanical or other recording devices while at a property.
G. Buyer acknowledges that Broker is being retained solely as a real estate agent. Buyer shall seek professional advice from an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector, appropriate governmental agency, or other professional service provider concerning the property.
H. Buyer is notified, pursuant to Conn. Gen Stat. § 22a-134f, that the Department of Energy and Environmental Protection [DEEP] is required to furnish lists to the Town Clerk's office of hazardous waste facilities located within a town. Buyer should refer to these lists, DEEP, Environmental Protection Agency, National Response Center, Department of Defense, and third-party providers for information on environmental questions concerning the Property and the lands surrounding the Property.
I. Buyer is notified, pursuant to PA 07-214, that lists of properties on which hunting or shooting sports are conducted may be available from the Town Clerk's office of the towns where said properties are located. Buyer should refer to these lists for information.
J. Buyer is notified, pursuant to Conn. Gen Stat. § 19a-37d, if the property is served by a private well, that important educational material concerning private well testing is available on the CT Department of Public Health's website.
K. Buyer is notified that information concerning the residence address of a person convicted of a crime may be available from law enforcement agencies or the Department of Emergency Services and Public Protection.

8. ADDITIONAL PROVISIONS

_____

_____

9. LIEN RIGHTS

The Real Estate Broker may be entitled to certain lien rights pursuant to Conn. Gen Stat. § 20-325a of the Connecticut General Statutes.

10. FAIR HOUSING

This Agreement is subject to the Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions (See Title 46A, Chapter 814c).

IT IS UNLAWFUL UNDER FEDERAL AND/OR STATE LAW TO DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, ANCESTRY, RELIGION, SEX, FAMILIAL STATUS, DISABILITY (MENTAL, LEARNING, OR PHYSICAL), LAWFUL SOURCE OF INCOME, MARITAL STATUS, CIVIL UNION STATUS, AGE, SEXUAL ORIENTATION, GENDER IDENTITY, VETERAN STATUS, STATUS AS A VICTIM OF DOMESTIC VIOLENCE, OR ERASED CRIMINAL HISTORY RECORD INFORMATION.

11. ELECTRONIC SIGNATURES

Broker and Buyer(s) may use electronic signatures to execute and change agreements.

Buyer Authorized Contacts:
Cell: _____
Email: _____
Cell: _____
Email: _____

Broker Authorized Contacts:
Email: _____
Agent Authorized Contacts:
Cell: _____
Email: _____

When signed by all parties this Agreement is intended to be legally binding. If not fully understood seek the advice of an attorney prior to signing. When the context requires herein, the masculine shall include the feminine, and the singular shall include the plural.

Buyer: _____
Signature Date

Buyer: _____
Signature Date

Authorized Agent for Broker:
_____
Signature Date

© 2015 Eastern Connecticut Association of REALTORS® (Revised 7/24/2024)