EXCLUSIVE BUYER AGENCY AGREEMENT

1. **THIS AGREEMENT** is between Buyer: _____ and Brokerage (Broker): _____. By this Agreement the Buyer retains and appoints the Broker as Buyer's Exclusive Agent to assist Buyer in the procurement of property and to negotiate terms and conditions acceptable to the Buyer for the procurement of certain property as generally described in this Agreement.

2. **BUYER DESIRES TO PURCHASE REAL PROPERTY**, which meets the following description:

Type: _____ Residential _____ Investment _____ Vacant Land _____ Commercial

Approximate price range $_____ to $_____

General location: _____

Preferred terms: _____

3. **TERM OF AGREEMENT:** This agreement shall begin _____, 20____ and continue until midnight _____, 20_____. In the event of termination, compensation due Broker shall be subject to provisions of paragraph 4.

4. **COMPENSATION:** Whenever possible, and to the extent possible, Broker's fee in the amount of _____ % of the purchase price shall be paid from the proceeds of the transaction. To the extent the Broker's fee is not paid from such proceeds, Buyer shall pay the balance.

Broker's fee is deemed earned and payable if Buyer, or any person acting for Buyer, purchases or exchanges any property of the nature described herein during the Agreement term, whether through services of Broker or otherwise. The fee is also deemed earned if Buyer, or any person on Buyer's behalf, purchases or exchanges any property exposed to Buyer by Broker within _____ days after termination of this Agreement. However, Buyer shall not be obligated to pay such compensation if a valid Exclusive Buyer Agency Agreement is entered into during the term of said protection period with another licensed real estate broker and the purchase or exchange of the property is made during the term of said protection period.

If a Contract to Purchase Real Estate is entered into and fails to close, with no fault on the part of Buyer, Buyer shall be relieved of any obligation to pay the fee described herein. If such transaction fails to close because of the fault of the Buyer, Broker's fee will not be waived, but will be payable immediately by the Buyer.

5. **PERFORMANCE OF BROKER:** Broker agrees to perform the terms of this Agreement, promote the interest of the Buyer with the utmost good faith, loyalty, fidelity, and present all offers, counteroffers and back-up offers in a timely manner. The Buyer agrees that Broker shall not be obligated to seek other property, or present them to Buyer, after Buyer has entered into a Contract to Purchase.

6. **ACKNOWLEDGEMENT OF POTENTIAL FOR BROKER TO ACT AS TRANSACTION BROKER:** Buyer acknowledges that Broker may have clients who have retained Broker to represent them as a Seller in the sale of property. If Buyer becomes interested in making an offer on a Seller client's property, then the Broker would be in a position of representing both Buyer and Seller in that transaction unless Designated Agents have been appointed pursuant to paragraph 7. Such representation would constitute dual agency, which is illegal in Kansas. With the

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informed consent of both Buyer and Seller, Broker may act as a Transaction Broker. As a Transaction Broker, Broker would assist the parties with the real estate transaction without being an agent or advocate for the interests of either party.

Buyer consents to Broker acting as a Transaction Broker, subject to both Buyer and Seller signing a Transaction Broker Addendum to their agency agreement with Broker, which must be signed by Buyer prior to writing an offer to purchase the property, and by Seller prior to signing the purchase contract.

(please choose by initialing one) _____ Yes _____ No

7. **DESIGNATED AGENT RELATIONSHIP:** A Designated Agent is a real estate licensee affiliated with a Broker who has been designated by the Broker, or the Broker's duly authorized representative, to act as the Agent of a Broker's buyer or seller client to the exclusion of all other affiliated licensees.

A. **If a Designated Agent is not appointed to represent Buyer**, Buyer understands that although a Designated Agent is not appointed to represent Buyer, another licensee with the brokerage firm may act as a Designated Agent for a seller in whose property Buyer is interested. If another licensee with the brokerage firm acts as a Designated Agent for a seller in Buyer's purchase of Seller's property, Buyer understands:

1. The supervising Broker (or branch Broker, if applicable) will act as a Transaction Broker and will not advocate for the interests of either party and will not, without prior consent of both parties, disclose any information or personal confidences about a party, which might place the other party at an advantage. The supervising Broker (or branch Broker, if applicable) may appoint an affiliated licensee to act in the transaction as a Transaction Broker.
2. The Designated Agent for the Seller will perform all of the duties of a Seller's Agent and will be the Seller's legal agent to the exclusion of all other licensees in the brokerage firm.
3. All other licensees affiliated with the firm will represent Buyer in the purchase of Seller's property and will perform all of the duties of a Buyer's Agent.

Buyer consents to a Designated Agent for a Seller in Buyer's purchase of the Seller's property.

(please choose by initialing one) _____ Yes _____ No _____ N/A (see paragraph B)

B. **If a Designated Agent is appointed to represent Buyer**, Buyer understands:

1. The Designated Agent will perform all of the duties of a Buyer's Agent and will be Buyer's legal agent to the exclusion of all other licensees in the brokerage firm.
2. Another licensee with the Brokerage firm may act as a Designated Agent for the Seller in the purchase of Seller's property.
3. The supervising Broker (or branch Broker, if applicable) will act as a Transaction Broker and will not advocate for the interests of either party and will not, without prior consent of both parties, disclose any information or personal confidences about a party, which might place the other party at an advantage. The supervising Broker (or branch Broker, if applicable) may appoint an affiliated licensee to act in the transaction as a Transaction Broker.
4. If the Designated Agent for Buyer is also the Designated Agent of a Seller in whose property Buyer is interested, the Designated Agent cannot represent both Buyer and Seller. With the informed consent of both Buyer and Seller, the Designated Agent may act as a Transaction Broker and assist the parties with the real estate transaction without being an agent or advocate for the interests of either party.

5. If a buyer client of a Designated Agent wants to see a property, which was personally listed by the

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supervising Broker, the supervising Broker, with the written consent of Seller, may specifically designate an affiliated licensee who will act as a Designated Agent for Seller.

Buyer consents to a Designated Agent relationship.

(please choose by initialing one) _____ Yes _____ No _____ N/A

If applicable, Broker or Broker's authorized representative hereby designates _____ to act as Designated Agent on Buyer's behalf.

Buyer consents to the above-named Designated Agent acting as a Transaction Broker in the event the Designated Agent is also the Designated Agent for the Seller, subject to both Buyer and Seller signing a Transaction Broker Addendum to their agency agreement with Broker, which must be signed by Buyer prior to writing an offer to purchase the property, and by the Seller prior to signing the purchase contract.

(please choose by initialing one) _____ Yes _____ No _____ N/A

8. **BROKER WILL DISCLOSE** to the Buyer all adverse material facts actually known by the Broker and advise the Buyer to obtain expert advice as to material matters known by the Broker but the specifics of which are beyond the Broker's expertise. Broker shall account in a timely manner for all money and property received, comply with all requirements of the Brokerage Relationships in Real Estate Transactions Act of Kansas and comply with any applicable federal, state and local laws, rules and regulations and ordinances, including fair housing and civil rights statutes, rules and regulations. The Broker will keep all information about the Buyer confidential unless disclosure is required by statute, rule or regulation or failure to disclose would constitute fraudulent misrepresentation. No cause of action for any person shall arise against Broker for making any required or permitted disclosure. Broker will disclose to potential sellers all adverse material facts actually known by the Broker, including but not limited to material facts concerning the Buyer's financial ability to perform the terms of the transaction.

9. **OTHER POTENTIAL BUYERS** may consider, make offers on, or purchase through Broker the same or similar properties as Buyer seeks. Buyer consents to Broker's representation of such potential buyers before, during and after the expiration of this Agreement. In such a situation, Broker will not disclose to either buyer the terms of the other's offer.

10. **DISCLOSURE OF BROKER'S ROLE:** At the time of initial contact, Broker shall inform all prospective sellers and their agents with whom Broker negotiates pursuant to this Agreement, that Broker acts on behalf of a buyer. Buyer authorizes Broker to cooperate with other brokers and share any compensation due under this Agreement.

11. **BUYER'S IDENTITY:** Unless otherwise requested in writing, Broker may disclose Buyer's identity to prospective sellers and their agents.

12. **SERVICES OBTAINED FROM OUTSIDE SOURCES:** Broker shall not obtain or order products or services from outside sources unless Buyer agrees in writing to pay for the same immediately when payment is due. Examples of such products or services would include, but are not limited to, surveys, soil tests, title reports, engineering studies, and inspections.

13. **PERSONAL AND FINANCIAL INFORMATION:** Buyer agrees to provide Broker, upon request, with relevant personal and other financial information to assure Buyer's ability to acquire property of the character and quality

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described above. Buyer agrees to inform other real estate licensees and sellers that Buyer is a party to this Exclusive Buyer Agency Agreement.

14. **THE PARTIES SHALL NOT DISCRIMINATE** against any prospective seller or lessor because of the race, color, religion, sex, handicap, familial status, or national origin of such person.

15. **ATTORNEY'S FEES:** In the event of litigation concerning the rights of Buyer or Broker pursuant to this Agreement, the parties agree that the Court shall award reasonable attorney's fees and court costs to whichever party shall prevail in such action, to the extent allowed by law.

16. **INDEMNIFICATION:** Buyer agrees to indemnify and hold harmless Broker from any loss or damage arising out of this Agreement, provided Broker is not at fault, including but not limited to attorney's fees reasonably incurred by Broker. Broker is not responsible for accuracy or extent of information relative to any property and Buyer shall satisfy himself with respect thereto.

17. **NONASSIGNMENT OF AGREEMENT:** Buyer and Broker understand and agree that the relationship created by this Agreement cannot be assigned without the consent of all parties.

18. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement. There shall be no modification of this Agreement unless in writing and signed by all parties.

CAREFULLY READ THE TERMS BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

Buyer hereby certifies receipt of the **" Real Estate Brokerage Relationships"** brochure and a copy of this Agreement.

Brokerage (Broker)	Buyer Date
By (Agent) Date	Buyer Date
Broker's Address	Buyer's Address
Broker's Phone Agent's Phone	Work Phone Home Phone
Agent's e-mail	Buyer's e-mail

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