

# Exclusive Buyer Brokerage Agreement

FLORIDA ASSOCIATION OF REALTORS®



1. **PARTIES:** Buyers with wisdom to work with only one Realtor every step of the way ("Buyer") grants

Robert Delmar / Town & Country Real Estate ("Broker")  
*Real Estate Broker* / *Office*

the exclusive right to work with and assist **Buyer** in locating and negotiating the acquisition of suitable real property as described below. The term "acquire" or "acquisition" includes any purchase, option, exchange, lease or other acquisition of an ownership or equity interest in real property.

2. **TERM:** This Agreement will begin on the \_\_\_\_\_ day of Typically, 30 days, \_\_\_\_\_ and will terminate at 11:59 p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ ("Termination Date"). However, if **Buyer** enters into an agreement to acquire property that is pending on the Termination Date, this Agreement will continue in effect until that transaction has closed or otherwise terminated.

3. **PROPERTY:** **Buyer** is interested in acquiring real property as follows or as otherwise acceptable to **Buyer** ("Property"):

(a) Type of property: I.e., minimum bedrooms, baths or square footage; swimming pool; etc.

(b) Location: Towns, subdivisions, school districts, etc.

(c) Price range: \$ \_\_\_\_\_ to \$ \_\_\_\_\_.

**Buyer** has been  pre-qualified  pre-approved by Buyer must be pre-approved by LOCAL mortgagee

for (amount and terms, if any) Contingencies set by mortgagee should be met before looking inside homes

(d) Preferred terms and conditions:  
I.e., water frontage or access; close to public transportation; pets allowed; 55+ community; etc.

## 4. BROKER'S OBLIGATIONS:

(a) **Broker Assistance.** **Broker** will

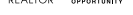
- \* use **Broker's** professional knowledge and skills;
- \* assist **Buyer** in determining **Buyer's** financial capability and financing options;
- \* discuss property requirements and assist **Buyer** in locating and viewing suitable properties;
- \* assist **Buyer** to contract for property, monitor deadlines and close any resulting transaction;
- \* cooperate with real estate licensees working with the seller, if any, to effect a transaction. **Buyer** understands that even if **Broker** is compensated by a seller or a real estate licensee who is working with a seller, such compensation does not compromise **Broker's** duties to **Buyer**.

(b) **Other Buyers.** **Buyer** understands that **Broker** may work with other prospective buyers who want to acquire the same property as **Buyer**. If **Broker** submits offers by competing buyers, **Broker** will notify **Buyer** that a competing offer has been made, but will not disclose any of the offer's material terms or conditions. **Buyer** agrees that **Broker** may make competing buyers aware of the existence of any offer **Buyer** makes, so long as **Broker** does not reveal any material terms or conditions of the offer without **Buyer's** prior written consent.

(c) **Fair Housing.** **Broker** adheres to the principles expressed in the Fair Housing Act and will not participate in any act that unlawfully discriminates on the basis of race, color, religion, sex, handicap, familial status, country of national origin or any other category protected under federal, state or local law.

(d) **Service Providers.** **Broker** does not warrant or guarantee products or services provided by any third party whom **Broker**, at **Buyer's** request, refers or recommends to **Buyer** in connection with property acquisition.

**Buyer** (\_\_\_\_) (\_\_\_\_) and **Broker/Sales Associate** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 3 Pages.





**13. SPECIAL CLAUSES:**

(a) Purchase Price of Property in all Offers and Contracts will include provision for full Broker Compensation (paragraph 7 above) to be paid by Seller or Seller's Broker from proceeds of sale at closing.

(b) Any Bonuses or extra compensation offered to or paid to Broker by Builder or Builder's Representative, Seller or Seller's Broker or any other party which exceed Broker Compensation (paragraph 7 above) shall be credited to reduce Purchase Price or will be refunded to Buyer as an overpayment at closing.

**14. ACKNOWLEDGMENT; MODIFICATIONS:** Buyer has read this Agreement and understands its contents. This Agreement cannot be changed except by written agreement signed by both parties.

Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Tax ID No: \_\_\_ - \_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Tax ID No: \_\_\_ - \_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Date: \_\_\_\_\_ Real Estate Associate: \_\_\_\_\_

**Robert F. Delmar**

Date: \_\_\_\_\_ Real Estate Broker: \_\_\_\_\_

**Town & Country Real Estate**

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