



EXCLUSIVE RIGHT TO REPRESENT BUYER OR TENANT

Connecticut law prohibits a real estate broker or salesperson from representing or negotiating on behalf of a buyer unless a buyer signs a written agreement to allow the broker or salesperson to act on buyer's behalf.

- 1. EXCLUSIVE RIGHT: Buyer(s) appoints Independent Realty Group, LLC REALTORS® as Buyer's exclusive agent...
2. GEOGRAPHICAL AREA: This appointment can be limited by the Buyer to the following area of the State of Connecticut:
3. TERM OF AGREEMENT: This Agreement shall begin on and expire at midnight on. In a pending transaction this agreement will extend through the closing date.
4. BROKER'S DUTIES: Broker agrees: a) to attempt to locate a property acceptable to Buyer; b) to negotiate on Buyer's behalf terms and conditions agreeable to Buyer; c) to act in Buyer's interest regarding the location, purchase or exchange of property.
5. BUYER'S DUTIES: Buyer agrees: a) to tell Broker about all past and current contacts with any real property or any other real estate agents; b) to utilize Broker exclusively in following up leads or information about a property no matter what the source of such lead or information; c) to cooperate with Broker and be reasonably available to examine real property; d) upon request to give Broker financial and personal information regarding Buyer's needs and ability to purchase; and e) to schedule all appointments to see a property exclusively through Broker.
6. OTHER TERMS AND CONDITIONS: a) Buyer agrees that Broker may represent other buyers and show other buyers the same property Broker shows to Buyer. Buyer needs to realize that if any of the Firm's buyer clients have interest in a particular property, that information is considered to be confidential and will not be disclosed to any other clients. b) Broker may share and disclose non confidential information about Buyer with other agents who offer real property for sale c) Buyer understands that this Agreement is an exclusive appointment of Broker and it will supersede all Open Right to Represent Buyer agreements signed by Buyer with any other broker. Buyer represents that Buyer is not currently bound by any exclusive agreement with another broker and understands that if this were the situation, Buyer would possibly be liable for the payment of more than one fee. Buyer agrees not to enter into another exclusive agreement with any other broker unless this Agreement has terminated. d) This Agreement may be terminated if the following conditions are met: I. The Agreement expires; or II. Buyer and Broker agree to terminate this agreement, in writing, prior to expiration. We reserve the right to re-assign the contract to another agent in our office and we may elect to refer this contract to another company.

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 YOU AND THE BROKER.

- 7. BUYER AGREES TO THE FOLLOWING COMPENSATION ARRANGEMENT: PROFESSIONAL SERVICE FEE a) Buyer agrees that Broker is entitled to a fee if during the original term of this Agreement or any extension, Buyer enters into a contract to purchase, purchases or acquires a property acceptable to Buyer. If Buyer attempts to avoid the obligation under this Agreement to Broker, then Buyer shall be obligated to pay the Professional Service Fee. b) Broker's Professional Service Fee shall be 3% of the purchase price of the property purchased by Buyer. If the amount offered through the MLS is less, the Broker may elect to reduce the fee. If Buyer wishes to purchase a property not listed through MLS, the Broker's fee for that service is 5%. c) Broker will make every effort to obtain the above Professional Service Fee from the Seller, the Listing Agent, the buyer broker fee from the MLS or structured within an offer to purchase from the proceeds of the sale or from the transaction. d) If Broker receives a fee from any of the above sources in excess of the amount stated in this Agreement, Buyer agrees that Broker may accept that amount e) The Professional Service Fee is due no later than the date on which title to the real property transfers to Buyer. The obligation to pay a fee will automatically extend through the date of the actual closing and transfer of title even though this date occurs after the term of this Agreement of any extension expires. f) Our office waives any retainer fees for residential transactions. Our Commercial or Industrial Retainer is \$
8. STATEMENTS REQUIRED BY LAW a) Lien Rights. The Real Estate Broker may be entitled to certain lien rights pursuant to Subsection (d) of Section 20-325a of the Connecticut General Statutes. b) Fair Housing. This Agreement is subject to the Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions (C.G.S. Title 46a, Chapter 814c).

IT IS UNLAWFUL UNDER FEDERAL AND/OR STATE LAW TO DISCRIMINATE ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, SEX, SEXUAL ORIENTATION, MARITAL STATUS, AGE, LAWFUL SOURCE OF INCOME, LEARNING DISABILITY, MENTAL RETARDATION, FAMILIAL STATUS AND MENTAL OR PHYSICAL DISABILITY.

- 9. DUAL AGENCY CONSENT a) Buyer understands that Broker represents sellers in addition to buyers - refer to Dual Agency Agreement.

If Buyer has questions concerning this transaction and all documents executed in connection with this transaction, the legal title to property, tax considerations, property inspections, engineering, or the uses of neighboring properties, Buyer should consult with an attorney, a tax advisor, a building inspector or appropriate governmental agencies.

Execution by facsimile. The parties agree that this Contract may be transmitted between them by facsimile machine and the parties intend that a faxed Contract containing either the original and/or copies of the signature of all parties shall constitute a binding Contract.

Buyer \_\_\_\_\_ Independent Realty Group, LLC
Broker/Agency Name
499 Federal Road, Suite 20A, Brookfield, CT 06804
Street City/State Zip Street City/State Zip
Buyer \_\_\_\_\_ Authorized Agent Date
Street City/State Zip Authorized Agent Date