



**EXCLUSIVE AGENCY RIGHT TO REPRESENT BUYER CONTRACT**  
**Greater Hartford Association of REALTORS®, Inc.**



I/We (Buyer(s)) \_\_\_\_\_  
 appoint you (Brokerage Firm) \_\_\_\_\_  
 as my/our exclusive real estate brokerage firm to assist me/us to locate and purchase or exchange real property acceptable to me/us and generally described as:  
 \_\_\_\_\_

I/We will tell you about all past and current contacts with any real property and any brokerage agreements currently in effect. During the term of this Contract, I/we will use you as my/our exclusive broker in locating and purchasing or exchanging real property.

I/We and you agree that:

- This Contract is in effect from \_\_\_\_\_, 20\_\_\_\_, through and including \_\_\_\_\_, 20\_\_\_\_.
- I/We will cooperate with you. Upon request, I/we will give you financial and personal information about my/our purchase abilities and needs. You may share financial and other information about my/our purchase needs and abilities with other agents who offer real property to you. I/we will permit you to contact my/our lender as necessary to assist in the process of obtaining a mortgage and to verify that I/we have the ability to purchase the property..
- You will use reasonable efforts to locate real property and assist me/us in the purchase or exchange of the real property on terms and conditions acceptable to me/us. You will have no obligation to locate real property, which is not offered for sale by anyone who is not represented by a real estate broker or salesperson.
- I/We will be reasonably available to examine real property.
- You may represent other buyers who are interested in the same real property.
- You may disclose my identity to third parties.
- I/We will refer questions concerning the legal title to property, tax considerations, property inspection, engineering, or the uses or planned uses of neighboring properties to my attorney, tax advisor, building inspector or appropriate government agency.
- I/We understand and agree that you may also be a seller's agent for the real property covered by this Contract because I/we am/are interested in property listed with your Firm. In that event you would be a dual agent, representing both me/us and the seller. You will promptly disclose all relevant information to me/us and give me/us any disclosure notices and consent agreements required by law, for my/our review and signature and discuss the appropriate course of action to take under the circumstances.
- I/we have the right to advise a seller in writing that knowledge that a property was at any time suspected to have been the site of a homicide, other felony or suicide is important to my/our decision to purchase the property.

**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.**

- Your service fee is \_\_\_\_\_ of the agreed upon purchase price or exchange value. You agree to request all or any part of your service fee from the seller or listing agency. I/We will pay all or any part of your service fee that is not paid by the seller or listing agency if and when:
  - I/We enter into a contract for the purchase or exchange of real property during the term of this Contract and all material conditions have been met, or are subsequently met after the expiration of the term of this Contract; or
  - I/We purchase or exchange real property covered by this Contract during the term of this Contract.
  - Notwithstanding paragraphs (a) and (b), I/we shall not be obligated to pay you a service fee if I/we purchase or exchange real property which is not listed with a real estate broker or salesperson.
- [APPLIES ONLY IF FILLED IN.] I/We will pay you a non-refundable retainer fee of \$ \_\_\_\_\_, due and payable when you sign this Contract, to be applied to any service fee that you earn under this Contract; or an hourly service fee of \_\_\_\_\_ upon receipt of your bill.
- [APPLIES ONLY IF FILLED IN] OTHER: \_\_\_\_\_
- I/We received a copy of this Contract.
- You may enforce this Contract against me/us, or against my/our heirs, administrators, executors, and assigns.
- I/We agree to pay any costs and attorneys' fees which you may incur to collect any monies due you under this Contract.
- This Contract may be modified, waived or discharged only by a written agreement between the parties.

This Contract 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, GENDER IDENTITY OR EXPRESSION, MARITAL STATUS, AGE, LAWFUL SOURCE OF INCOME, FAMILIAL STATUS, LEARNING DISABILITY, PHYSICAL OR MENTAL DISABILITY OR STATUS AS A VETERAN.

The real estate broker may be entitled to certain lien rights pursuant to subsection (d) (and subsections e-q) of section 20-325a of the Connecticut General Statutes.

**Execution by Electronic Methods.** The parties agree that they may enter into this Contract (including any amendments hereto) via facsimile (fax) machine and/or email. This consent applies only to this transaction, and either party may withdraw such consent by fax or email or in writing, but such withdrawal will not affect the validity or enforceability of this Contract (or any amendments hereto) after it has been entered into. Faxing, and retention of and access to fax records, requires a fax machine or other appropriate fax technology. Email, and retention of and access to email records, requires a computer, internet account and email software.

**Broker elects to use:** \_\_\_\_\_ **Buyer elects to use:** \_\_\_\_\_  
 Fax: Fax number is: \_\_\_\_\_ Fax: Fax number is: \_\_\_\_\_

Email: Email address is: \_\_\_\_\_ Email: Email address is: \_\_\_\_\_  
 If any party changes its email address or fax number it will promptly notify the other party of the new email address and/or fax number.

REALTOR: (Firm Name) \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

By: (Auth. Rep.) \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

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

All buyers who will be signing the purchase contract must be included.

Name of brokerage representing the buyer (not the agent)

You must enter property type such as commercial, residential, single family, condo, multi family as well as location(s). Location can be one town, one county or multiple towns or counties. Can also be the state of CT or just a specific address. A buyer may have an Exclusive agreement with more than one broker if that broker is only representing the buyer(s) in a specific location and not the whole state. i.e. one Broker may represent a buyer in one county and another broker may represent the buyer in another town.

**1 - Effective Date (beginning date) and End Date** – Type in the beginning date this agreement goes into effect and the date the agreement will end.

**(10) Service Fee** – You must enter a percentage (%) or dollar amount (\$) (this can be a fixed amount or a range). Broker fee must be filled in. Do not write in "per MLS". If a listing broker offers only \$1 in MLS, this is what you would have the right to collect per the buyer broker agreement if that is how it is written on this agreement. You can write something like x%\* and then in the comments box write in \*or other fee acceptable to XYZ brokerage. Therefore, if the listing broker is offering a buyer broker fee that is different than what you wrote in the agreement, you have the option of agreeing to it or asking the buyer to pay the difference.

**(11) Retainer Fee** – If a retainer fee is being charged, this field must be filled in.

**(11) Hourly Service Fee** – Fill in only if applicable.

**(12) Other Terms** – If there are any circumstances where any part of the agreement may not apply or may be different due to a specific circumstance, please write it in here.

**Execution by Electronic Methods:** This paragraph is to agree that the buyers will allow communication via fax and email (electronic methods) or in writing. The authorized representative inserts the fax number the Broker elects to use and the email address of the authorized representative(s) and the fax number(s) and email address(es) of all the buyers who are signing this agreement.

The buyer(s) must sign and date and include their address. Enter the name of your brokerage firm and full address. You must make sure you have also initialed, signed and dated the agreement. All buyer(s) MUST receive a copy of the fully executed agreement at the time it is signed.