



EXCLUSIVE RIGHT TO REPRESENT BUYER CONTRACT

Greater Hartford Association of REALTORS®, Inc.

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



I/We (Buyer(s)) _____ appoint you (Brokerage Firm) _____ my/our exclusive representative to assist me/us to locate and purchase generally described as: _____

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.

I/We will tell you about all past and current contacts with any real in effect. During the term of this Contract, I/we will work exclusively exchanging real property as described above.

I/We and you agree that:

1. This Contract is in effect from _____, 20____, through and including _____, 20____.

Name of brokerage representing the buyer (not the agent) _____

Buyer(s) must initial here confirming they are not already under representation agreement with another brokerage.

2. Upon request, I/we will give you financial and personal information about my/our agents who offer real property to you. I/We will pay _____

3. You will use reasonable efforts to locate real property and assist me/us on terms and conditions acceptable to me/us.

4. I/We will be reasonably available to examine real property.

5. You may represent other buyers and tenants who are interested in the same real property.

6. You may disclose my identity to third parties.

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.

7. I/We will refer questions concerning the legal title to property, building code and zoning compliance, engineering, square footage of neighboring properties to my attorney, tax advisor, building inspector, appropriate government agency, or other appropriate professionals.

8. 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.

9. 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.

10. I/We acknowledge that I/we may be recorded on audio and/or video surveillance or otherwise transmitted and/or electronic devices when I/we enter or visit real property in connection with this Contract. I/we may not be aware of the presence of any such devices in any real property that I/we may view.

All Buyers signing the contract must initial.

such audio and/or video surveillance, recording or transmission. [] Initials

11. Buyer(s) agrees to indemnify and hold Broker, its agents, successors and assigns, harmless from all suits, claims, demands or damages related to or arising from the Seller's use of electronic, mechanical or other device to record audio, video or both at the Property. [] Initials

All Buyer(s) must initial if they consent to audio and/or video recording.

(12) Service Fee – You must enter a percentage (%) or dollar amount (\$). Compensation is negotiable but cannot be left blank. **TERMS OF REAL ESTATE BROKER COMPENSATION IS NOT FINAL INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN YOU AND THE BROKER. customary or industry standard real estate broker fee or compensation.**

12. For a purchase or exchange of real property, your professional service fee is \$ _____ or _____ % of the agreed upon purchase price or exchange value, or [APPLIES ONLY IF FILLED IN] _____. Your professional service fee applies to any real property which is purchased or exchanged, whether or not such real property is listed, for sale or lease by owner, or located by me/us.

You agree to request all or any part of your professional service fee from the seller or listing agency. You may not receive compensation from any seller or listing agency if and when:

(12c) – This can be filled in or left blank. If this is filled in the buyer(s) must initial where stated at the end of the sentence.

(a) I/We enter into a contract for the purchase of real property during the term of this Contract and all material conditions have been met, or within _____ days after the expiration of the term of this Contract; or

(b) I/We purchase or exchange real property during the term of this Contract.

(c) I/We are introduced to a property during the term of this contract and obtained title to it within _____ days after the expiration of this contract provided that I/we do not enter into a new exclusive agreement with another broker in that period. _____ **Initial**

All buyers signing must initial and date. Listing broker's auth. rep(s) must initial and date.

(Auth. Rep.) Initial _____ Date: _____ Buyer(s) Initial _____

- 13. [APPLIES ONLY IF FILLED IN.] **(13) Retainer Fee** – If a retainer fee is being charged, this field must be filled in. _____ per fee of \$ _____, due and payable when you sign this Contract, to be applied to any professional service fee that you earn under this Contract; or an hourly professional service fee of _____ upon receipt of your bill.
- 14. You will search diligently for a home for me/us regardless of the offer of compensation to buyer brokers from Seller(s) and/or listing brokerage.
- 15. [APPLIES ONLY IF FILLED IN] **(13) Hourly Service Fee** – Fill in only if applicable. _____ OTHER: _____
- 16. I/We received a copy of this Contract.
- 17. You may enforce this Contract against me/us, or against my/d _____
- 18. I/We agree to pay any costs and attorneys' fees which you may _____
- 19. This Contract may be modified, waived or discharged only by _____

(14) 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...i.e. if buyer purchases family home at 123 Main St, Nowhereland, a commission is not due to XYZ brokerage.

This Contract is subject to the Connecticut General Statutes prohibiting multiple listing agreements in 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, SEXUAL ORIENTATION, MARITAL STATUS, AGE, LAWFUL SOURCE OF INCOME, FAMILIAL STATUS, LEARNING DISABILITY, PHYSICAL OR MENTAL DISABILITY, STATUS AS A VETERAN, STATUS AS A VICTIM OF DOMESTIC VIOLENCE, ERASED CRIMINAL HISTORY INFORMATION, STATUS AS A VICTIM OF SEXUAL ASSAULT OR STATUS AS A VICTIM OF TRAFFICKING IN PERSONS.

I/We read and understand this section: All Buyers Initial _____

Fair Housing Statement:
Be sure to explain the fair housing notice to your Buyer(s) and have them initial.

THE REAL ESTATE BROKER MAY BE ENTITLED TO CERTAIN LIEN RIGHTS PURSUANT TO THE CONNECTICUT GENERAL STATUTES.

Execution by Electronic Methods. The parties agree that they may enter into this Contract (including any amendments hereto) via email. This consent applies only to this transaction, and either party may withdraw such consent by email or in writing, but such withdrawal will not affect the validity or enforceability of this Contract (including any amendments hereto) after it has been entered into. Email, and retention of and access to _____ software.

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

Broker (Auth Rep.) email address: _____

Buyer(s) email address: _____

If any party changes its email address it will promptly notify the other party of the new email address.

Brokerage Firm: _____ Buyer _____ Date _____

By: (Auth Rep.) _____ Date _____ Buyer _____ Date _____

Address: _____ 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.