



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 as described above. [Initial]

I/We and you agree that:

1. This Contract is in effect from _____, 20_____, through and including _____, 20_____.
2. 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.
3. 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.
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.
7. I/We will refer questions concerning the legal title to property, tax considerations, property condition and inspection, building code and zoning compliance, engineering, square footage and acreage, and the uses or planned uses of neighboring properties to my attorney, tax advisor, building inspector, appropriate government agency, or other appropriate professionals. (updated to match the language in the Exclusive Right to Represent Buyer)
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 recorded by means of electronic devices when I/we enter or visit real property in connection with this Contract. I/We acknowledge that you may not be aware of the presence of any such devices in any real property that I/we may view.
I/We consent to any 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

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.

There is no customary or industry standard real estate broker fee or compensation.

12. Your professional service fee is \$ _____ or _____ % of the agreed upon purchase price or exchange value, or [APPLIES ONLY IF FILLED IN] _____.
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 source that exceeds the amount or rate agreed to herein. I/We will pay all or any part of your professional service fee that is not paid by the seller or listing agency if and when:
(a) 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
(b) I/We purchase or exchange real property covered by this Contract during the term of this Contract.
(c) Notwithstanding paragraphs (a) and (b), I/we shall not be obligated to pay you a professional service fee if I/we purchase or exchange real property which is not listed with a real estate broker or salesperson.

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

13. [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 **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] OTHER: _____

16. I/We received a copy of this Contract.

17. You may enforce this Contract against me/us, or against my/our heirs, administrators, executors, and assigns.

18. I/We agree to pay any costs and attorneys' fees which you may incur to collect any monies due you under this Contract.

19. 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, SEXUAL ORIENTATION, CIVIL UNION STATUS, 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 OR ERASED CRIMINAL HISTORY INFORMATION.

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

THE REAL ESTATE BROKER MAY BE ENTITLED TO CERTAIN LIEN RIGHTS PURSUANT TO SECTION 20-325a OF THE CONNECTICUT GENERAL STATUTES. (updated to remove references to subsections)

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 (or any amendments hereto) after it has been entered into. Email, and retention of and access to email records, requires a computer, internet account and email software.

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.) _____ Buyer _____ Date _____

Address: _____ Address: _____