



CLIENT REPRESENTATION AGREEMENT

This CLIENT REPRESENTATION AGREEMENT ("AGREEMENT") is Exclusive Non-Exclusive and is entered into this _____ day of _____, 20____, by and between _____ (hereafter referred to as "BUYER") and _____ (Licensed Broker and/or Salesperson(s) hereafter referred to as "BROKER"). In consideration for the services to be performed by BROKER, the parties hereby agree as follows:

1. **DESIGNATION OF AGENT:** BUYER hereby designates and appoints BROKER as their agent and does hereby grant BROKER the right to represent BUYER for the acquisition of real property. The "acquisition of real property" shall be defined as the purchasing, leasing, contracting for, or otherwise acquiring an interest in property, including an option to purchase real estate, or a contract to build.

2. **TERM OF AGREEMENT:** BROKER's representation shall begin on _____ (date) and end on _____ (date).

3. **DESCRIPTION OF PROPERTY:** It is understood that BUYER desires to purchase property generally described as follows:

Type: _____ Price Range: _____
Location: _____
Other criteria, if any: _____

This AGREEMENT applies to any property acquired by BUYER during the term of this AGREEMENT whether or not it conforms to the description above.

4. COVENANTS OF BROKER AND BUYER:

COVENANTS OF BROKER: BROKER shall

- A. Use their best efforts to locate and produce properties similar to the description above.
- B. Solely represent the interests of BUYER during acquisition of property, and repudiate any agency or subagency relationship with the Seller, unless engaged in a consensual Disclosed Limited or Disclosed Designated Dual Agency.
- C. Maintain the confidentiality of all personal and financial information.
- D. Present all written offers and counteroffers between parties in a timely manner.
- E. Account for all money or property received in which BUYER may have an interest.

COVENANTS OF BUYER: BUYER shall

- A. Inform BROKER of any past or present contact with real estate agents or real property.
- B. Use BROKER to follow up on leads, obtain information about properties, and conduct negotiations for properties.
- C. Provide BROKER with financial information regarding BUYER's ability to purchase real property.
- D. Be available at reasonable times to view properties.
- E. Schedule appointments to see property through BROKER and shall be accompanied by BROKER or their designee at appointments.

5. **OTHER BUYERS:** BUYER understands BROKER may be working with other buyers who may be interested in the same properties. In this event, BROKER shall keep all information regarding each buyer and their proposed transaction confidential.

6. **PROFESSIONAL SERVICE FEE: BROKER fees/commissions are not set by law and are fully negotiable.** Unless otherwise agreed to and described below, BUYER and BROKER acknowledge and agree that the Professional Service Fee shall be _____% of the sales price or a flat fee of \$_____. BROKER shall make efforts to negotiate the Professional Service Fee as part of the entire transaction. Should compensation provided by Seller and/or Cooperating Broker be less than the Professional Service Fee, BUYER agrees to pay BROKER the difference at the time of closing. This section does not preclude BUYER and BROKER from agreeing to other payment arrangements, such as hourly rates, etc., as further described here: _____

A Retainer Fee of \$_____ shall be deposited with BROKER upon the execution of this agreement and will be applied as Earnest Money upon the acceptance of BUYER'S offer to purchase by Seller. Should no property be contracted within 6 months (180 days), this Retainer Fee shall be retained by BROKER for services rendered. BROKER may not receive compensation from any source that exceeds the amount or rate agreed to with BUYER unless agreed to by BUYER in writing. Any obligation of BUYER to pay BROKER this Professional Service Fee shall survive the term of this AGREEMENT.

7. **DUAL AGENCY:** 1) **DISCLOSED LIMITED DUAL AGENCY** – Licensed Broker and/or Salesperson(s) acting as a Disclosed Limited Dual Agent requires that the Licensed Broker and/or Salesperson(s) of the client(s) may not advocate for either or both clients but must remain neutral. 2) **DISCLOSED DESIGNATED DUAL AGENCY** - Licensed Broker and/or Salesperson(s) acting as a Disclosed Designated Dual Agent are designated by the Broker, one to represent only the interests of the seller(s) and one to represent only the interests of the buyer(s). The document entitled “Consent to a Disclosed Dual Agency” fully defines Dual Agency and defines the parties’ rights and responsibilities upon the occurrence of Dual Agency. Dual Agency is only permissible with the knowledge and written consent of both the Buyer and the Seller.

8. **EXPERT ADVICE; OTHER PROFESSIONAL SERVICES:** BUYER acknowledges and agrees that the purchase of real property encompasses many professional services and that BROKER is not an expert in matters including, but not limited to, law, tax, financing, surveying, structural conditions, environmental concerns, hazardous materials, engineering, etc. BUYER acknowledges that they have been advised by BROKER that it may be necessary to engage the services of an expert in one or more of the above listed areas or other areas in order to consummate the purchase of real property.

9. **NON-DISCRIMINATION:** It is illegal to 1) refuse to sell, transfer, assign, rent, lease, or finance housing accommodations, 2) refuse to negotiate for the sale or rental of housing accommodations, or 3) otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status, disability, or national origin. Further, BROKER will adhere to all state, county, and local Fair Housing laws as well as the National Association of REALTORS® Code of Ethics Article X.

10. **CANCELLATION:** This AGREEMENT may not be canceled prior to the expiration of its term unless each party hereto mutually consents to cancellation in writing. BUYER acknowledges and agrees that this is a legal and binding agreement. If BUYER has any questions or concerns, BUYER should seek legal counsel before signing.

11. **SEVERABILITY:** In the event that a court of law deems any provisions of this AGREEMENT to be unconscionable or illegal, the remaining provisions shall remain in full force and effect.

12. **OTHER PROVISIONS:**

13. **ENTIRE AGREEMENT:** This AGREEMENT constitutes the entire agreement between the parties and any prior agreements, whether oral or written, are merged into this AGREEMENT. No modification of any of the terms of this AGREEMENT shall be valid unless such modification is put in writing and signed by the parties.

BUYER Date

BROKER Date

BUYER Date

14. **EXTENSION or CANCELLATION:** This AGREEMENT is extended and shall continue until the earlier of _____ (date) or completion of the acquisition of property. This AGREEMENT is cancelled effective _____ (date), with no further obligation of BUYER or BROKER.

BUYER Date

BROKER Date

BUYER Date