



## MLS Now / EXCLUSIVE RIGHT TO REPRESENT BUYER AGREEMENT

This Exclusive Right to Represent Buyer Agreement (“Agreement”) is entered into by and between \_\_\_\_\_ (“Broker”) and \_\_\_\_\_ (“Buyer”) (collectively, the “Parties”) based upon the terms set forth herein.

1. **Exclusive Agency.** The purpose of this Agreement is to establish an exclusive agency relationship between Buyer and Broker. Buyer hereby grants Broker the exclusive right to locate real property on behalf of Buyer and to assist Buyer in the negotiation for its purchase or acquisition on terms and conditions acceptable to Buyer. Buyer represents and warrants that Buyer has not entered into any buyer representation agreements that could be in conflict with this Agreement.
2. **Term.** This Agreement shall be effective from \_\_\_\_\_ through \_\_\_\_\_ (“Term”). The Term may be extended by mutual agreement of the parties in writing. If this Agreement expires while Buyer is a party to a purchase contract during the Term, the Term shall automatically extend until the closing of the transaction or the purchase agreement is terminated. The Parties may agree to mutually terminate this Agreement in writing at any time.
3. **Duties of Broker.**
  - a. Broker shall assist Buyer in locating and negotiating for the purchase of real property in accordance with Broker’s fiduciary duties under Ohio law, including those of loyalty, obedience, care, and confidentiality.
  - b. At all times, Broker shall act in Buyer’s best interests. Buyer, however, understands and recognizes that Broker may be working with more than one client/buyer at any given time and Broker is not prohibited from representing other buyers in locating and purchasing real property.
4. **Obligations of Buyer.**
  - a. During the Term of this Agreement, Buyer agrees to work exclusively with Broker for the acquisition of real property and for all subsequent negotiation for Buyer’s purchase or acquisition of such property.
  - b. Buyer agrees to cooperate with Broker in locating real property and in closing on any transaction, including by promptly providing Broker with any pertinent information requested by Broker. Buyer agrees not to interfere with Broker’s efforts to accomplish the purpose set for this in the Agreement.
  - c. Buyer agrees not to record video or take photographs of a property without the seller’s written consent. Buyer is advised that some sellers may have audio and/or video surveillance that could record or monitor conversations.

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5. **Compensation.** Buyer agrees to compensate Broker if Buyer or anyone acting on their behalf, acquires real property during the Term of this Agreement.
- a. Buyer agrees to compensate Broker the following amount:
    - i. \_\_\_\_\_ % of the purchase price and an additional amount of \$ \_\_\_\_\_ (inapplicable if left blank); OR
    - ii. Flat fee of \$ \_\_\_\_\_; OR
    - iii. \_\_\_\_\_ OTHER.
  - b. **BUYER ACKNOWLEDGES AND UNDERSTANDS THAT BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE AND MAY BE PAID BY THE SELLER, THE BUYER, THE LANDLORD, THE TENANT, OR A THIRD PARTY, OR BY SHARING OR SPLITTING THE FEES AND COMMISSIONS BETWEEN BROKERS.**
  - c. Buyer may request that as part of their offer, the seller or the seller's broker pay for all or part of the compensation owed under this Agreement. The compensation owed under this Agreement may be satisfied in all or in part by the seller, seller's broker or some other third-party. Any compensation paid by the seller, seller's broker, or any third-party for Broker's compensation shall be credited towards Buyer's obligations under this Agreement. If the amount offered by the seller, seller's broker, or some other third-party is less than the compensation owed under this Agreement, Buyer shall pay the remaining amount owed. Buyer acknowledges that Broker shall not be permitted to accept any compensation from seller, seller's broker, or any third-party in excess of the compensation owed by Buyer under this Agreement. Although the seller or seller's broker may pay all or part of the compensation owed by Buyer to Broker under this Agreement, such payment shall not make Broker the agent of seller or subagent of seller's broker.
  - d. Buyer acknowledges and understands that Buyer is ultimately responsible for the payment of compensation owed to Broker in this Agreement subject to any offset permitted in this Agreement.
  - e. Buyer acknowledges that if Buyer enters into more than one agency agreement, Buyer could have a legal obligation to pay more than one brokerage for the same transaction. Buyer should inform Broker if Buyer is subject to any other agency relationship and/or any properties have been shown to Buyer by any other broker or real estate agent.
6. **Protection Period.** For a period of \_\_\_\_\_ days after the date of termination of this Agreement, Buyer shall compensate Broker as agreed upon herein, if Buyer, or any party acting on behalf of Buyer, acquires real property shown and/or negotiated by Broker to or for Buyer during the Term of this Agreement. Within five (5) days after the date of termination of this Agreement, Broker will provide to Buyer a list of those properties shown and/or negotiated by Broker during the Term of this Agreement, however, failure to provide such a list does not alleviate Buyer from payment of any compensation owed under this provision.

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7. **Delegation of Authority.** Buyer delegates the authority for Broker to appoint another licensed agent within the same brokerage to act on behalf of Broker. Prior to any appointment, Buyer will be notified of such appointment and Buyer has the absolute right to veto any person deemed unsuitable to Buyer.
8. **Inspections.** Broker recommends that any offer to purchase any property be conditioned on an inspection of the property and its improvements. Buyer acknowledges that Broker has no expertise in these matters and Buyer is solely responsible for selecting an inspector.
9. **Fair Housing Statement.** It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.
10. **Wire Fraud.** Email, text, and other electronic communications are not always secure or confidential. Buyer is advised to never respond to a request that you send funds or nonpublic personal information, such as your social security number, credit or debit card numbers, or bank account and/or routing numbers, by email. If Buyer receives an email message concerning a transaction and the email requests that Buyer send funds or provide nonpublic personal information, it is recommended that Buyer should not respond to the email and immediately contact the known individual/entity with whom Buyer has an established relationship using a separately verified method of communication to determine the validity of the email. Verify all wire transfer instructions through a direct personal or phone contact from known individuals.
11. **Buyer Acknowledgements.**
  - a. Buyer acknowledges that they have received and understand Broker's Consumer Guide to Agency Relationships and will be provided a copy of Broker's Agency Disclosure Form as required by Ohio law.
  - b. Buyer acknowledges and understands that they are recommended to consult an attorney for any legal questions or legal advice regarding the purchase of real property and/or entering into this Agreement.
  - c. Buyer acknowledges that Broker is relying upon information provided by seller or seller's agent regarding the condition of any real property and its components. Buyer understands that all real property, fixtures, and equipment may contain defects and conditions that are not apparent or known to Broker. Buyer agrees to indemnify and hold harmless Broker from any claims, demands, damages, lawsuits, liabilities, costs and expenses (including reasonable attorney's fees) regarding the condition of the real property they purchase unless Broker or one of its licensed agents had actual knowledge of a material fact relating to the physical condition of the property that Buyer

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would not discover by a reasonably diligent inspection and that was not otherwise disclosed in writing to Buyer by the seller.

- d. Buyer acknowledges and agrees that the purchase of real property encompasses many professional disciplines. Buyer further acknowledges that Broker and its licensed agents are not experts on matters of law, tax, insurance, financing, surveying, structural conditions, hazardous materials, environmental conditions, engineering, etc. Broker advises Buyer, and Buyer acknowledges, that they should seek professional expertise and advice in these and other areas outside the expertise of Broker. In the event Broker provides to Buyer names of companies or sources for such advice, assistance, or services, including for inspections or repairs, Buyer acknowledges and agrees that Broker does not warrant, guarantee, or endorse the services and/products of such individuals or entities.
- e. Buyer acknowledges that if permitted in Broker's Consumer Guide to Agency Relationships, Broker may represent more than one buyer at a time, and to show each buyer the same properties, and to represent each buyer in submitting and negotiating offers on the same properties.
- f. Buyer acknowledges that they have read this Agreement and understand and agrees to its terms. Buyer further acknowledges that they have the right to consult with an attorney before entering into this Agreement.

**12. Dispute Resolution.** The Parties agree to either submit any disputes arising under this Agreement to arbitration and/or mediation as selected below.

- Arbitration.** The Parties agree to submit any dispute arising under this Agreement to final and binding arbitration under the Consumer Arbitration Rules for the American Arbitration Association, or such other arbitration service the Parties mutually agree upon. The arbitration shall be conducted in the county where Broker's main office is located unless the Parties agree otherwise. The prevailing party in any arbitration shall, at the discretion of the arbitrator(s), be entitled to all costs, disbursements, and attorney fees incurred relating to the arbitration of the dispute or claim. Ohio law shall apply to any dispute or claim arbitrated under this provision.

**By consenting to this provision, Buyer is agreeing that disputes arising under this Agreement shall be heard by one or more neutral arbitrators and Buyer is giving up the right to have the matter tried by a judge or jury.**

The following matters are excluded from this Dispute Resolution provision:

- a. Any matter within the jurisdiction of probate, small claims, or bankruptcy court;
- b. Matters that must exclusively be resolved under Article 17 of the Code of Ethics and Professional Standards Policies of the National Association of REALTORS®;
- c. Matters related to contracts with buyer that predate this Agreement and contain a mandatory mediation or arbitration provision; and
- d. An unlawful detainer action, forcible entry detainer, eviction action or its equivalent.

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- Mediation.** Before initiating any arbitration or litigation, Buyer and Broker agree to mediate any dispute or claim between them arising under this Agreement, including any compensation owed to Broker under this Agreement. Costs related to mediation shall be mutually shared between or among the Parties. The mediation shall be held in the county where Broker’s main office is located unless the Parties agree otherwise. The mediator shall be mutually agreed upon by the Parties. Each Party shall submit the name of their preferred mediator within 15 days of a demand for mediation. If any Party fails to submit the name of their preferred mediator within 15 days, the other Party’s preferred mediator shall mediate the dispute. If the Parties cannot agree on a mediator, they will each select one individual, and those individuals will then select a mediator to conduct the mediation.

**13. Other Terms.**

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**14. Attorneys’ Fees.** The prevailing party in any dispute arising under this Agreement shall be entitled to recovery of their reasonable attorneys’ fees and costs.

**15. Miscellaneous.** This Agreement is intended by the Parties as a final, complete and exclusive representation of their agreement with respect to its subject matter. This Agreement may not be extended, amended, modified, altered, or changed except in writing by all Parties. In the event that any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. The parties agree that Ohio law will govern any dispute over this Agreement. Any legal action initiated in any court of law for any dispute arising under this Agreement shall be brought within the jurisdiction of the county where Broker’s main office is located.

Buyer \_\_\_\_\_ Dated: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Broker \_\_\_\_\_ Dated: \_\_\_\_\_

Brokerage Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_