



EXCLUSIVE RIGHT TO BUY BUYER AGENCY CONTRACT



1. APPOINTMENT OF BROKER: Subject to the terms and conditions specified herein,
 _____, (“**BUYER**”)
 hereby appoints _____ Real Estate Company, (“**BROKER**”)
 as Buyer’s exclusive agent to assist Buyer in finding and acquiring real property within the approximate price range of:
 \$ _____ to \$ _____ and generally described as:
 _____.

2. TERM OF CONTRACT: This Contract (“the Contract”) shall begin on _____, 20____
 and end at midnight on _____, 20_____.

3. SCOPE OF BROKER’S SERVICES: Broker will exercise good faith to assist Buyer in locating and purchasing real property as described above. Broker will work at all times in the Buyer’s best interest and will inform all prospective sellers and their agents with whom Broker has contact that he/she is representing the Buyer. Unless otherwise agreed in writing, Broker has the following duties to the Buyer: obedience, undivided loyalty, full disclosure, confidentiality, accounting in all dealings and reasonable care and diligence. Broker does not guarantee that all available properties will be shown to the Buyer.

4. BUYER’S DUTIES: Buyer agrees to conduct all negotiations through Broker and to work exclusively with Broker during the term of this contract by viewing properties only with Broker and not with any other person. Buyer agrees to inform other real estate brokers or agents, home builders and property owners or sellers with whom Buyer may have contact that Broker is representing Buyer as Buyer’s exclusive agent. Buyer will cooperate with Broker by providing Broker with reliable information, including financial information, and any other information that Broker deems necessary for the performance of this Agreement, communicating promptly with Broker, and making himself available to meet with Broker to view properties. Buyer understands the compensation to Broker may become due and payable even if Broker is not directly involved in the acquisition of the above described property.

Buyer certifies he/she does not have a buyer agency contract in effect with another real estate Broker/company.

5. INDEMNIFICATION OF BROKER: Buyer promises to disclose to Broker whether Buyer has been given prior information about any property of the type that is the subject of this Contract by any other Broker or salesperson, or has previously been shown any such property by any other Broker or salesperson. If Buyer fails to tell Broker about such other broker’s or salesperson’s involvement, and Broker incurs any loss or damage as a result of any claim being brought against him on account of such involvement, due to no fault of Broker, then Buyer shall indemnify Broker for all such losses and damages incurred by Broker because of such claim, including reasonable attorneys fees. Buyer will hold Broker harmless from liability as a result of incomplete or inaccurate information provided to Broker by Buyer or seller.

6. DISCLOSURE OF BUYER’S CONFIDENTIALITY: The Buyer is advised that a seller or seller’s agents may or may not treat the existence, terms or conditions of offers as confidential unless confidentiality is required by law, regulation or by written confidentiality agreement of the parties.

7. NONDISCRIMINATION: The parties agree not to discriminate in any transaction pursuant to this agreement based on race, color, religion, sex, handicap, familial status, national origin, age, or marital status.

8. AGENCY DISCLOSURE: (Buyer must initial all applicable choices)

_____ Buyer acknowledges receiving an explanation of the types of agency relationships that are offered by brokerage and an Agency Disclosure Form at the first practical opportunity at which substantive contact occurred between the Agent and Buyer.

Buyer acknowledges that after entering into this written agency contract, agent might request a modification in order to act as a **dual agent** or a **designated agent** in a specific transaction. If asked:

_____ Permission to act as a **dual agent** will not be considered.

_____ Permission to act as a **dual agent** may be considered at the time I am provided with information about the other party to a transaction. If I agree, I will execute a separate written **Dual Agency Agreement**.

_____ Permission to act as a **designated agent** will not be considered.

_____ Permission to act as a **designated agent** may be considered at the time I am provided with information about the other party to a transaction. If I agree, I will execute a separate written **Designated Agency Agreement**.

9. COMPENSATION TO BUYER'S BROKER: In consideration of the services performed by Broker, Buyer agrees to pay a fee to Broker of \$_____ or _____ % of the gross purchase price of the property, unless otherwise agreed to in writing by all parties (the "Brokerage Fee").

Brokerage Fee shall be paid as indicated below:

Broker is directed to first seek the Brokerage Fee from the listing broker, if any, or if none, from the seller. If the compensation offered exceeds the amount above, Buyer's prior written consent will be required. If compensation offered by the listing broker or seller is less than the amount listed above, Buyer will pay the balance.

Broker will not seek or receive the Brokerage Fee from the listing broker or the seller. The Brokerage Fee will be paid directly to Broker by Buyer.

The following additional provisions shall apply if checked:

Buyer agrees to pay a non-refundable retainer fee of \$_____.

This fee is due and payable upon signing of this Contract and will will not be credited toward the above specified compensation to be paid to Broker.

In addition to any of the above fees, Buyer will pay an administrative fee of \$_____ to Broker.

The Brokerage Fee will be deemed earned when Buyer enters into a contract for sale during the term of this Contract, whether brought about by Broker, Broker's agent or by any other person, including Buyer. This fee will be due and payable at closing or upon Buyer's default. If Buyer defaults, the total compensation that would have been due Broker will be due and payable immediately, in cash or certified funds, from Buyer.

Should the seller fail or refuse to complete a transaction as agreed due to no fault of Buyer, Broker agrees not to seek to collect any fee from Buyer and any fee to Broker will be waived unless collected from the seller.

10. BROKER PROTECTION PERIOD: The fee will be due Broker even if Buyer, on his/her own or with the assistance of a third party, acquires above described property or obtains a contract to acquire any such property within _____ days after the expiration of this agreement, if such property or its seller was introduced to Buyer during the term of this agreement by Broker.

11. OTHER POTENTIAL BUYERS: Buyer understands other buyers will also be represented by Broker and these other buyers may seek property, submit offers and contract to acquire property through Broker, possibly including the same property Buyer may seek to acquire. Buyer acknowledges, understands and consents to representation of other buyers by Broker. The Broker will not disclose to either party the terms and conditions of the other's offer.

_____ Buyer _____ Buyer have read this page

12. PROFESSIONAL ADVICE: Buyer should seek professional advice, assistance or inspections regarding legal and title matters, tax consequences, property condition and surveys, hazardous substances, environmental matters and other matters of concern relating to any property to be purchased. Buyer agrees not to rely on Broker or its agents for professional advice regarding the above described matters and acknowledges that no statements made by Broker or its agents may be interpreted as such.

13. MEGAN'S LAW: Buyer agrees that Broker and its agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. This information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

14. ENTIRE BINDING AGREEMENT: This Contract expresses the entire agreement and all promises, covenants and warranties between Buyer and Broker. This agreement can be changed only by mutual agreement of the parties in writing. Terms and conditions of this Contract do not survive closing unless otherwise specified herein.

15. MEDIATION: Any dispute or claim arising out of or relating to this Contract, the breach of this Contract or the services provided in relation to this Contract, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. This provision shall survive for a period of 120 days after the date of the closing. Should litigation be required to enforce the terms of this agreement, costs and attorney fees shall be awarded to the prevailing party.

16. FACSIMILE AND OTHER ELECTRONIC MEANS: The parties agree the offer and acceptance of this Contract may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing communicated by such means shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

THIS IS A LEGALLY BINDING AGREEMENT. BUYER SHALL SEEK FURTHER ASSISTANCE OR LEGAL ADVICE IF THE CONTENTS ARE NOT UNDERSTOOD. BUYER AND BROKER ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. BUYER AGREES TO RECEIVE COMMUNICATIONS FROM BROKER AT THE EMAIL OR MAILING ADDRESS, PHONE AND FAX NUMBER LISTED BELOW.

17. COMMENTS/ADDITIONAL TERMS: _____

Buyer's Signature: _____ Date: _____

Mailing Address _____ Phone: _____

Email _____ Fax: _____

Buyer's Signature: _____ Date: _____

Mailing Address _____ Phone: _____

Email _____ Fax: _____

Broker(Company Name): _____ Date: _____

By (Agent) _____ Phone: _____

Agent's Email _____ Fax: _____

Company Address _____

S.C. law requires all brokers to have a written buyer agency agreement when acting as agent for the Buyer.