



**BUYER AGENCY AGREEMENT ("AGREEMENT")
EXCLUSIVE AUTHORIZATION TO LOCATE PROPERTY
GREATER KALAMAZOO ASSOCIATION OF REALTORS®
(DESIGNATED AGENCY WITH LIMITED DUAL AGENCY)**



Date: _____

Broker Member Office: _____ Buyer(s): _____

1. **PURPOSE AND TERM.** Buyer appoints Broker as Buyer's exclusive agent to assist Buyer to locate, negotiate and secure property as described in Paragraph 2. Buyer agrees that Broker's services shall be limited to: consulting with Buyer regarding the desirability of particular properties, the availability of financing, formulating acquisition strategies, negotiating purchase agreements and facilitating the details of the transaction. This Agreement shall terminate at 11:59 p.m. on _____.

2. **PROPERTY.** Buyer desires to purchase, lease, option, exchange or otherwise acquire property meeting the following general criteria:

Type: ☐ Residential ☐ Vacant Land ☐ Commercial ☐ Contract to Build ☐ Other _____

Description and location: _____

Preferred price range \$ _____ to \$ _____

3. **BROKERAGE FEES:** The Brokerage fee for services rendered is established by mutual agreement between the parties to this agreement. Broker commissions are not set by law and are fully negotiable. Broker may not receive compensation for brokerage services provided to Buyer from any source that exceeds the amount agreed upon herein or in a subsequent written agreement between Broker and Buyer.

Buyer requests and Broker agrees to seek compensation from the Seller, the payment of which may satisfy Buyer's full or partial compensation obligation under this Agreement. This may take the form of accepting the compensation offered by the listing broker. If the Seller refuses to pay Broker and Buyer still elects to purchase the property, Buyer shall be responsible for the compensation to be paid to Broker. The compensation due Broker at the closing of the transaction (collectively "Brokerage Fees") shall be as follows:

A. LISTED PROPERTIES: \$ _____ + ~~The sales brokerage fee offered through the listing broker, or~~ _____ % of the purchase price, ~~whichever is greater,~~ with a minimum of \$ _____, + \$ _____. Any brokerage fee paid to Broker by Seller or listing broker shall be credited to Buyer.

B. UNLISTED PROPERTIES: \$ _____ + _____ % of the purchase price, with a minimum of \$ _____, + \$ _____. Any brokerage fee paid to Broker by Seller or listing broker shall be credited to Buyer.

C. OTHER FEES: At the time of this Agreement Buyer will pay Broker a non-refundable Retainer Fee of \$ _____. ~~The~~ The Retainer Fee (check one).

- ☐ shall be applied against the total brokerage fee due
☐ is a separate fee and not part of the brokerage fee

4. **ENTITLEMENT TO A BROKERAGE FEE.** Buyer agrees to pay Broker a brokerage fee if any of the following occur:

- A. During the term of this Agreement, Buyer purchases, leases or exchanges property of the general type described in Paragraph 2 above.
B. Within _____ months after the expiration of this Agreement (Protection Period), Buyer purchases, leases, or exchanges any property which, during the term of this Agreement, Broker or Buyer had negotiations relating to the property, or Broker had shown or offered to show to Buyer or someone representing Buyer, unless Buyer enters into a subsequent Buyer Agency Agreement with another real estate broker.
C. At any time in the future Buyer purchases any property of the general type described in Paragraph 2 which Buyer leased or on which an option was granted during the term of this Agreement.

This fee shall be deemed to be earned by Broker at the time Buyer enters into a binding purchase agreement, regardless of whether Broker located, negotiated and/or secured said property ultimately purchased or leased by Buyer.

5. **BROKER'S AGENCY RESPONSIBILITIES AND LIMITATIONS:** Broker, Named Supervisory Broker and Buyer's Designated Agent agree to negotiate on Buyer's behalf and take reasonable steps to preserve the confidentiality of information that Buyer has instructed Broker in writing to keep confidential. Buyer understands and acknowledges, however, that Broker, Named Supervisory Broker and Buyer's Designated Agent have previously represented, may currently or may in the future represent other clients, and have similar responsibilities to these other clients. For instance:

Past Clients: Buyer may consider property owned by a party that Broker, Named Supervisory Broker or Buyer's Designated Agent represented in the past. Buyer agrees that Broker, Named Supervisory Broker and Buyer's Designated Agent shall not be required to disclose information concerning said party.

Current or Future Buyers: Buyer may consider property that is also under consideration by other buyers working with Broker, Named Supervisory Broker or Buyer's Designated Agent. Buyer agrees that Broker, Named Supervisory Broker and Buyer's Designated Agent shall not be required to disclose to Buyer interest in the same property by another buyer.

Imputed Knowledge: Imputed Knowledge is knowledge attributed to a person because of the person's legal responsibility for another's conduct even though the person does not have actual knowledge. Buyer agrees that information relating to the Seller, the Property, or the transaction known by other licensees shall not be imputed to the Designated Agent. Buyer further agrees that a Buyer's Designated Agent's knowledge of information relating to the Seller, the Property, or the transaction shall not be imputed to any other licensee affiliated with Broker.

6. **OTHER TERMS:** _____

7. **BROKER'S AND DESIGNATED AGENT'S AGENCY RESPONSIBILITIES/POSSIBILITY OF DUAL AGENCY:** Broker and Designated Agent from time to time enter into agreements with Sellers to serve as their agent for the purpose of arranging the sale of Seller's property. Buyer desires to be informed of such properties. Buyer acknowledges that certain conflicts of interest will occur because Buyer and Seller have different interests to protect.

Buyer and Broker agree that:

- A. If Buyer becomes interested in a property owned by a Seller-client of Broker, Broker and Named Supervisory Broker will be Dual Agents, representing both Buyer and Seller. Buyer's Designated Agent will continue to represent Buyer exclusively, and Seller's Designated Agent will continue to represent Seller exclusively, unless Buyer's Designated Agent is also the Designated Agent for Seller. In that situation, Buyer's Designated Agent, Named Supervisory Broker and Broker will all represent both Buyer and Seller as Dual Agents.
B. If Buyer's Named Supervisory Broker is also the Seller's Designated Agent, Broker shall appoint another Supervisory Broker to represent Buyer. The original Named Supervisory Broker will continue to be a Dual Agent. Any confidential information previously disclosed to the original Named Supervisory Broker shall remain confidential and not be disclosed to a Seller without Buyer's authorization.

Any time Broker, a Supervisory Broker or Designated Agent function as a Dual Agent, the following provisions shall govern their action:

1. They will not knowingly do anything or say anything which might place one party at a disadvantage, such as disclose personal confidences;

2. They will assume the role as an intermediary, facilitator and/or mediator to assist Buyer and Seller;
 3. They will not disclose to Buyer that Seller might accept a price other than listing price, nor disclose to a Seller that Buyer might be willing to pay a higher price without that party's authorization.
8. **BROKER'S DISCLAIMER AND PROPERTY CONSIDERATIONS:** Buyer acknowledges that Broker is not serving as an attorney, tax advisor, surveyor, civil engineer, structural engineer, environmental expert or appraiser.
- A. **Buyer's Responsibility:** Buyer acknowledges that Buyer is solely responsible for determining the suitability of any desired property or transaction. Buyer is not relying on Broker or Licensee for such determination. Buyer further acknowledges Broker has advised Buyer that if Buyer has any questions or concerns beyond those outlined below, Buyer should seek the advice of appropriate professionals.
 - B. **Property Suitability:** In order to carefully evaluate a desired property's suitability, Buyer is specifically advised to:
 1. review the title commitment with Buyer's attorney
 2. investigate any potential restrictions on the use of the property such as local zoning ordinances, plat and deed restrictions, HOA or condo rules and restrictions, easements, liens and other encumbrances
 3. have the property inspected for: infestation by wood destroying insects; structural and mechanical defects; and environmental and health and safety considerations, including the presence of radon, mold, or lead-based paint
 4. have the location and boundaries of the property verified by a surveyor
 5. satisfy themselves that the property is able to provide and sustain a potable water supply and effective waste disposal system
 - C. **Transaction Suitability:** In order to carefully evaluate the suitability of a potential transaction, Buyer is specifically advised to:
 1. read carefully all contractual agreements, Seller's Disclosure Statements, Lead-Based Paint Disclosure statements, and closing documents
 2. investigate the tax consequences of the transaction, including an evaluation of property tax information and the potential for changes in the property taxes. Buyer is aware that taxes can increase based on a new State Equalized Valuation, sales price, assessments, personal residence exemption, or tax rate increases.
 3. investigate historical sales data and/or obtain an appraisal
9. **EXCLUSIVE AGENT:** Buyer agrees that, during the term of this Agreement, any and all inquiries and/or negotiations relating to the acquisition of any property by Buyer shall be through Broker. Buyer agrees to refer to Broker any inquiries from any other broker, salesperson or any other source.
10. **FAILURE TO CLOSE TRANSACTION.** If Buyer enters into a binding Buy And Sell Agreement, and Seller fails to close the transaction with no fault on the part of Buyer, Broker agrees not to pursue the compensation from Buyer provided for that transaction. If such transaction fails to close because of any fault on the part of Buyer, the total amount owing as compensation shall be immediately due and payable to Broker by Buyer.
11. **COST OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SOURCES.** Buyer agrees to promptly pay for products or services from outside sources ordered by Broker at Buyer's request (examples: surveys, environmental studies, inspections, soil tests, title reports, engineering studies, etc.). In the event Broker provides to Buyer names of sources for such assistance, Buyer acknowledges and agrees that Broker does not warrant or guarantee the services and/or products.
12. **CONSENT TO DISCLOSURE:** Buyer authorizes Broker to disclose Buyer's identity and any pertinent facts Broker has regarding Buyer's financial ability to purchase the property.
13. **NON-DISCRIMINATION.** Buyer acknowledges Broker is required to obey Federal, State, and local non-discrimination laws pertaining to the sale or rental of real estate.
14. **CONSENT TO FEES.** Buyer acknowledges that Broker may be offered placement fees, finder's fees and other consideration from home warranty companies, mortgage brokers and others who become involved in the transaction. Buyer hereby grants Broker permission to receive such fees and/or consideration.
15. **ALTERNATIVE DISPUTE RESOLUTION:** The Parties acknowledge that they have been informed that any claim or dispute between them related to this Agreement, may be mediated or arbitrated if Seller and Buyer agree in a separate writing.
16. **COUNTERPARTS/SIGNATURES:** This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one Agreement. The exchange of copies of this Agreement and signature by personal service, email, facsimile, or other electronic means commonly in use, or other means permitted by applicable state or federal statute shall constitute effective execution and delivery of this Agreement as to The Parties, and may be used in lieu of the original Agreement for all purposes. Copies shall be deemed to mean any duplicate, reproduction or similar exact imitation of the original executed Agreement. Signatures of The Parties delivered as described above shall be deemed to be their original signatures for all purposes and shall be deemed valid and binding upon The Parties as if their original signatures, initials and modifications were present on the documents in the handwriting of each party. Buyer shall not assert the statute of frauds or non-enforceability or validity of this Agreement because of facsimile or similar electronic device copies being used, and Buyer specifically waives and relinquishes any such defense. Buyer agrees to provide an original signed document to Broker upon request.
17. **ADDITIONAL PROPERTIES:** Upon Buyer receiving notification that a Seller has accepted Buyer's offer to purchase a property, Broker shall not be required to inform Buyer of additional properties that may otherwise be of interest to Buyer.
18. **CONFIDENTIALITY:** Buyer acknowledges that the existence, terms, and/or conditions of Buyer's offers, proposals, discussions, and/or agreements to Seller may not be treated as confidential information by Seller or Seller's representatives unless confidentiality is required by law, regulation, or any confidentiality agreement between Buyer and Seller and/or Seller's representative.
19. **HOME WARRANTY:** Buyer is hereby informed of the existence of home warranty policies which, if purchased, provide limited coverage for certain mechanical systems of the premises. Buyer grants permission for Broker to receive any fees derived from the sale of such home warranty policies.
20. **ACCEPTANCE AND RECEIPT:** This Agreement contains the entire terms and provisions of the agreement between the parties. No modification of any of the terms of this Agreement shall be binding upon the parties unless said modification is in writing and signed by the parties. Buyer acknowledges that all terms have been reviewed, understood and accepted, and further acknowledges receipt of a copy of this Agreement. In the event any portion of this Agreement is found to be unenforceable, said clause shall be severed from this Agreement and the remainder of this Agreement shall remain in force and effect.
- This Agreement accepted by _____ agent(s) for Broker and Buyer's Designated Agent. Broker further appoints _____ as Named Supervisory Broker. Broker may appoint additional licensees as Buyer's Designated Agent(s). The original Buyer's Designated Agent and all additional Designated Agent(s) shall continue to represent Buyer for the duration of this Agreement.

Broker's Agent: _____	Buyer _____	Buyer _____
Print Name: _____	Print Name _____	Print Name _____
Phone: _____	Phone: _____	Phone: _____
Email: _____	Email: _____	Email: _____
Buyer(s) Address: _____		
(City) _____ (State) _____ (Zip) _____		