

## Exclusive Buyer Agency Contract (Short Form – Designated Agency)



Brokerage Firm: \_\_\_\_\_ (“Brokerage Firm”)

Designated Agent(s): \_\_\_\_\_ (“Designated Agent”)

Designated Agent(s) Email Address: \_\_\_\_\_

Designated Agent(s) Phone # \_\_\_\_\_ Designated Agent(s) Facsimile # \_\_\_\_\_

Supervisory Broker: \_\_\_\_\_

Buyer(s): \_\_\_\_\_ (“Buyer”)

Buyer’s Home Address: \_\_\_\_\_ Buyer’s Phone # \_\_\_\_\_

Buyer’s Email Address: \_\_\_\_\_ Buyer’s Facsimile # \_\_\_\_\_

1. **PURPOSE:** Brokerage Firm and Buyer hereby designate the agent(s) listed above as the Buyer’s Designated Agent to assist Buyer in purchasing real estate. Buyer shall have an agency relationship with ONLY Brokerage Firm and the Designated Agent and the Supervisory Broker named above. **Brokerage Firm shall be compensated by the seller or the listing broker.** Buyer acknowledges that neither Designated Agent nor Supervisory Broker is acting as an attorney, tax advisor, surveyor, appraiser, environmental expert or structural or mechanical engineer, and that Buyer should contact professionals on these matters.
2. **TERM/CANCELLATION:** This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. This Agreement shall expire on \_\_\_\_\_, 20\_\_\_\_. This Agreement may be cancelled only by the mutual consent of the parties in writing.
3. **CONFIDENTIAL INFORMATION:** Designated Agent and Supervisory Broker will preserve any confidential information obtained during another agency relationship or in a prior or pending transaction or business relationship.
4. **CONFLICT OF INTEREST (BUYERS):** Buyer acknowledges that Designated Agent may represent other Buyers desirous of purchasing property similar to the desired property.
5. **CONFLICT OF INTEREST (SELLERS):** In the event Buyer elects to make a bona fide offer on real property listed by Designated Agent, Designated Agent shall act as disclosed dual agent of both Buyer and the seller pursuant to a written agreement.
6. **NON-DISCRIMINATION:** It is agreed by Brokerage Firm and Buyer, parties to this Agreement, that as required by law, discrimination because of religion, race, color, national origin, age, sex, disability, familial status or marital status by said parties in respect to the purchase of the desired property is prohibited.
7. **ELECTRONIC COMMUNICATIONS:** The parties agree that this agreement, any modification of this agreement and any written communication in connection with this agreement may be delivered by electronic mail or by fax via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted.
8. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties, and any prior agreements, whether oral or written, have been merged and integrated into this Agreement.
9. **OTHER:** \_\_\_\_\_
10. **RECEIPT:** Buyer has read this Agreement and acknowledges receipt of a completed copy of this Agreement.

\_\_\_\_\_  
(REALTOR®)

\_\_\_\_\_  
(Buyer)

For:

\_\_\_\_\_  
(Brokerage Firm)

\_\_\_\_\_  
(Buyer)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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