

Exclusive Buyer Agency Contract

Broker: Rooms Realty
8152 25 Mile Rd. unit G, Shelby Twp. MI 48316

Client: _____

Client's Address: _____

1. **Purpose** Client has employed the services of Broker as Client's exclusive agent to assist Client in purchasing real estate.
2. Client acknowledges that Broker is not acting as an attorney, tax advisor, surveyor, appraiser, environmental expert or structural or mechanical engineer, and that Client should contact professionals on these matters.
3. **Term Cancellation** This Agreement is entered into this _____ day of _____. This Agreement shall expire on _____. This Agreement may be cancelled only by the mutual consent of the parties in writing.
4. **Compensation** Broker shall be compensated as follows:
 - a) By the listing broker or seller, however, if the compensation offered in the multiple listing service (MLS) or from a "for sale by owner" is less than 3% of the purchase price, then the client agrees to request in writing that the listing broker or seller pay 3% of purchase price to broker. If listing broker or seller is not agreeable to paying 3% of the purchase price, then Broker agrees to accept the compensation stated in the MLS or whatever amount can be negotiated with the seller.
 - b) Client agrees to pay a flat fee commission of \$195 to Broker for services rendered, payable at closing only.
5. **Client Responsibility** Client agrees that any and all inquiries, and/or negotiations on their behalf, regarding the acquisition of any desired property shall be exclusively through Broker. Client also agrees to notify Broker, first, of any listed or unlisted properties they wish to inquire about or view and to inform any sellers or real estate agents that they are currently being represented, under contract, by Broker.
6. **Confidential Information** Broker will preserve any confidential information obtained during any agency relationship and shall not disclose it to Client. Unless Broker receives written instructions to the contrary, Client authorizes Broker to disclose Clients identity and any pertinent facts Broker has regarding the Clients financial ability to purchase desired property.
7. **Conflict of Interest (Purchasers)** Client acknowledges that Broker may represent other clients or customers desirous of purchasing the property similar to the desired property. Client acknowledges and agrees that Broker may show more than one client or customer the same property, and may prepare offers on the same property for more than one client or customer.
8. **Conflict of Interest (Sellers)** In the event that Client elects to make a bona fide offer on real property listed by Broker, Broker shall act as disclosed dual agent of both Client and the owner of the real property listed by Broker pursuant to a written agreement between Broker, Client and the owner of the listed real property.
9. **Non-Discrimination** It is agreed by Broker and Client, parties to this Agreement, that as required by law, discrimination because of religion, race, color, natural origin, age, sex, disability, familial status, marital status, height or weight by said parties in respect to the purchase of the desired property is prohibited.
10. **Leasing or Optioning** This agreement shall also apply to situations where the buyer wishes to lease or option a property. In those situations, the terms used in this agreement shall be automatically changed as appropriate, so the term "purchase" shall mean "lease" "rent" or "option" and the term "Seller" shall mean "Lessor" "Landlord" or "Optioner" and term "Buyer" shall mean "Lessee" "Tenant" or "Optionee". Compensation for lease in paragraph 4b is \$95.
11. **Indemnification of Broker** Client agrees to indemnify Broker and to hold harmless on account of any and all costs or damage arising out of this agreement, provided Broker is not at fault, including, but not limited to, attorneys' fees reasonably incurred by Broker.
12. **Condition of Property** Client is not relying on Broker to determine the suitability of any desired property for the Clients purposes or regarding the environmental or other condition of the desired property.
13. **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.
14. **Receipt** Client has read this Agreement and acknowledges receipt of a completed copy of this Agreement.

Rooms Realty _____
Broker

Client / Buyer

Agent

Client / Buyer

Date

Date