

EXCLUSIVE BUYER REPRESENTATION AGREEMENT

DATE: _____

_____ (hereinafter called "BUYER") hereby appoints Texas Ranch and Home Realty (hereinafter called "BROKER" as BUYER's exclusive agent under the terms specified herein.



1. Creation of Agency. By appointing BROKER as BUYER's exclusive agent, BUYER agrees to conduct all negotiations for the property through BROKER, and to refer to BROKER all inquiries received in any form from real estate brokers, salespersons, prospective sellers, or any other source, during the time this Exclusive Buyer Representation Agreement is in effect.
2. Description of Property. BUYER desires to purchase or lease real property (which may contain items of personal property) described in the general terms as follows:

_____ with such modifications as BUYER may communicate to BROKER, whether verbally or in writing.



3. Term of Agreement. BROKER's authority as BUYER's exclusive agent shall begin on _____ and shall continue until _____
4. Broker's Representations and Services. BROKER will use BROKER's reasonable efforts as BUYER's agent to locate property as described in Section 2 hereof, and to negotiate acceptance of any offer to purchase or lease such property. BROKER shall make submissions to BUYER describing and identifying properties appearing to BROKER to substantially meet the criteria set forth in Section 2, for the consideration of BUYER.
5. Cost of Services or Products Obtained from Outside Sources. BROKER will not obtain or order products or services from outside sources unless BUYER agrees in writing to pay for them immediately when payment is due. For example: surveys, soil tests, inspections, or engineering studies.
6. Compensation of Broker. In consideration of the services to be performed by the BROKER, BUYER agrees the BROKER may be compensated in any of the following ways. Check all that apply.
 - ___ a. If the property is subject to a listing agreement with the BROKER, the seller shall pay all fees paid to the BROKER.
 - ___ b. If the property is subject to a listing agreement with a co-operating broker through the MLS or otherwise, the fee will be the amount equal to the co-operating brokers payout as listed in the MLS, provided that in no case shall that amount be less than _____% of the selling price. BUYER agrees to pay BROKER any difference between the amount received and the stated minimum.
 - ___ c. If the property is not subject to a listing agreement, such as For Sale By Owner, or For Sale By Builder, BUYER agrees that the BROKER will be paid a fee of _____% of the selling price or \$_____. BROKER shall first seek to obtain this fee through the transaction and paid by the seller. If the fee cannot be obtained through the seller, the BUYER agrees to pay the fee stated above.
 - ___ d. Retainer Fee. BUYER will pay BROKER a non-refundable retainer fee of \$_____ due and payable upon signing of this agreement. Retainer Fee ___ will, ___ will not be credited against any compensation as set forth in Section 6 (a), (b), and (c).
 - ___ e. Hourly Rate. BUYER will pay BROKER at the rate of \$_____ per hour for the time spent by BROKER pursuant to this Agreement, to be paid when invoiced, whether or not BUYER acquires or leases a property. This hourly fee ___ will, ___ will not be credited against any compensation as set forth in Section 6 (a), (b), and (c).



This compensation shall apply to transactions made for which BUYER enters into a binding contract during the original term of this Agreement, or during any extension of such original or extended term, and shall also apply to transactions for which BUYER enters into a contract within ___ days after this agreement expires, if the property acquired by the BUYER was submitted to the BUYER by BROKER pursuant to Section 4 above, during the original or extended term of this Agreement.

7. Failure to Close. If the seller, in a contract made with BUYER fails to close the transaction, with no fault on the part of the BUYER, the fee provided in Section 6 (a), (b), and (c), shall be waived. If such transaction fails to close due to any fault on the part of BUYER, such fees will not be waived, but will be due and payable immediately.
8. Disclosure of Broker's Role. At the time of initial contact, BROKER shall inform all prospective sellers and their agents, with whom BROKER negotiates pursuant to this Agreement, that BROKER is acting on behalf of BUYER. Compensation shall be paid first out of the transaction and if such compensation is not obtainable in full or in part from the seller, it will be paid by the BUYER.
9. Disclosure of Buyer's Identity. _____ BROKER does have BUYER's permission _____ BROKER does not have BUYER's permission to disclose BUYER's identity to a third party without prior written consent of BUYER.
10. Other Potential Buyers. BUYER understands that other potential buyers may consider, make offers on, or purchase, through BROKER, the same or similar properties as BUYER is seeking to acquire. BUYER consents to BROKER's representation of such other potential buyers before, during, and after the expiration of this agreement.



11. Intermediary Disclosure. If, as to any interest in real property within the scope of this Agency, as set forth in Section 2 herein, BROKER has any ownership interest, or has any listing contracts with the owner for sale or lease of this property under which BROKER may be collecting a commission, and BUYER indicates interest in such property, BROKER shall immediately notify BUYER of the facts regarding the BROKER's interest in such real property or the BROKER's contractual relationship with the owner. It is clearly understood by BUYER that because BROKER is in the business of listing properties of seller clients as well as representing buyer clients, that there is a possibility that BUYER may wish to purchase a property that is listed with BROKER. This can only be done if BUYER and the selling client consent in writing for BROKER to act as Intermediary.
12. Nondiscrimination. The parties agree not to discriminate against any prospective seller because of the race, creed, color, sex, marital status, national origin, sexual orientation, familial status, or handicapped status of such person.
13. Modification. No modification of any of the terms of this Agency Agreement shall be valid or binding upon the parties, unless such modifications have first been reduced to writing and signed by all parties.
14. Other Professional Services. BUYER acknowledges that BROKER is retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector, or other professional service provider. BUYER is advised to seek professional advice concerning the condition of the property, any structures, the survey and title commitment, and any legal or tax matters.
15. Entire Agreement. This Agency Agreement constitutes the entire agreement between the parties relating to the subject hereof, and any prior agreement pertaining thereto, whether oral or written, are merged and integrated into this agreement.
16. Early Termination. Either party may terminate this Exclusive Buyer Representation Agreement, without mutual consent of the parties, by giving _____ days written notice to the other party.
17. Additional Provisions. BUYER represents to BROKER that it has employed no other broker to assist in acquiring an interest in property that is within the scope of this Agency Agreement, and agrees to protect, defend, indemnify and hold BROKER harmless from the claims, liabilities and expenses, including reasonable attorney's fees, arising by reason of the claim of any other broker to compensation as the result of a transaction that is within the scope of this Agreement. BUYER's initials _____, _____

This Agreement is executed in multiple copies and my signature hereon acknowledges that I have received a signed copy.

BROKER:
 Texas Ranch and Home Realty
 12912 Oak Bend Dr.
 Austin, TX 78727
 800-783-4409 Office & Fax

BUYER:

 Accepted By

 Printed Name

 Title

 Phone

 EMail

 Name

 Name

 Address

 City, ST, ZIP

 Phone

 Fax

 EMail