



EXCLUSIVE RIGHT TO REPRESENT BUYER AGREEMENT

Connecticut law prohibits a real estate broker or salesperson from representing or negotiating on behalf of a buyer unless a buyer signs a written agreement to allow the broker or salesperson to act on buyer's behalf. Sec. 20-328-6A of CT License Law Regulations.

1. **EXCLUSIVE RIGHT:** Buyer(s) _____ appoints Realty Three Inc. dba/Realty 3 Carroll & Agostini/Realty 3 Mitchel Agency, Realty 3 Village & Shoreline (Realty3) as Buyer's exclusive agent for the purpose of assisting the Buyer to find and acquire an interest in suitable real property acceptable to Buyer.
2. **GEOGRAPHICAL AREA:** This appointment can be limited by the Buyer to the following towns of State of Connecticut: _____
3. **TERMS OF AGREEMENT:** This agreement shall begin on _____ and expire at midnight on _____ unless the Buyer is represented by Realty3 in a pending transaction with a valid purchase agreement, then this agreement will extend through the closing date of that pending transaction.
4. **BROKER'S DUTIES: Broker agrees:**
 - (a) to attempt to locate a property acceptable to Buyer;
 - (b) to negotiate on Buyer's behalf terms and conditions agreeable to Buyer,
 - (c) to act in Buyer's interest regarding the location, purchase or exchange of a property.
5. **BUYER'S DUTIES: Buyer agrees:**
 - (a) to tell Broker about all past/current contacts with any real property or any other real estate agents.
 - (b) to utilize Broker exclusively in following up leads or information about a property no matter what the source and to cooperate fully with Broker to be reasonably available to examine property.
 - (c) upon request, to give Broker financial/personal info regarding Buyer's needs/ability to purchase.
 - (d) to schedule all appointments to see a property exclusively through Broker.
6. **OTHER TERMS AND CONDITIONS:**
 - (a) Buyer agrees that Broker may represent other Buyers and show, sell and negotiate offers for other Buyers on the same properties. Buyer realizes that if any of our buyer clients have an interest in a property, that information is confidential and will not be disclosed to any other buyer or seller clients.
 - (b) Buyer represents that they are not currently bound by any Exclusive Agreement with another broker and understands that the Buyer would possibly be liable for the payment of more than one fee if that were true.
 - (c) Buyer agrees not to enter into another Exclusive Agreement with any other broker unless this agreement has expired. The Broker reserves the right to re-assign you to another agent within the firm or to refer you to another real estate firm for representation.
7. **Use of Electronic Records:** The parties agree that they may use an electronic record, including fax or email, to make and keep this Agreement. Either party has the right to withdraw consent to have a record of this Agreement provided or made available to them in electronic form, but that does not permit that party to withdraw consent to the Agreement itself once it has been signed. A party's agreement to use an electronic record applies only to this particular real estate transaction and not to all real estate transactions. Each party will promptly inform the other of any changes in Email address or Fax number in writing.

Buyer Initials: _____ Date: _____ Buyer Initials: _____ Date: _____ Agent: _____ Date: _____

NOTICE: THE AMOUNT OF RATE OF REAL ESTATE BROKER COMPENSATION IS NOT FIXED BY LAW. IT IS SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIATED BETWEEN YOU AND THE BROKER.

8. BUYER AGREES TO THE FOLLOWING PROFESSIONAL SERVICE FEE:

(a) Buyer agrees that Broker is entitled to a fee if during the original term of this agreement or any extension, Buyer enters into a contract to purchase or acquire a property acceptable to the Buyer. The Professional Service Fee is due no later than the date on which title to the real property transfers and the obligation to pay will automatically extend through the date of the actual closing and transfer of title, even if it occurs after the expiration date of this agreement. If Buyer attempts to avoid the obligations or defaults on their purchase, the Buyer shall be obligated to pay our Professional Service Fee.

(b) Broker's Professional Service Fee shall be at least ___% of the purchase price of the property purchased by buyer. If the amount offered through the MLS is less, the Broker may elect to reduce. Conversely, if the Broker receives a fee from any source in excess of the amount stated in this agreement, the Buyer agrees that the Broker may accept that amount.

(c) If Buyer wishes to purchase a property not listed through the MLS, the Broker's fee for service shall be ___%. (d) Broker will make every effort to obtain the above Professional Service Fee from the Seller, the Listing Agency, the buyer broker fee from the MLS, or structured within an offer to purchase from the proceeds of this sale.

9. STATEMENTS REQUIRED BY LAW:

(a) Lien Rights. The Real Estate Broker may be entitled to certain lien rights pursuant to Subsection (d) of Section 20-35a of the Connecticut General Statutes.

(b) Fair Housing. This Agreement is subject to the Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions. (C.G.S, Title 46a, Chapter 814C).

IT IS UNLAWFUL UNDER FEDERAL AND STATE LAW TO DISCRIMINATE ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, SEX, SEXUAL ORIENTATION, MARITAL STATUS, AGE, LAWFUL SOURCE OF INCOME, MENTAL RETARDATION, MENTAL OR PHYSICAL DISABILITY AND FAMILIAL STATUS.

10. DUAL AGENCY: Realty3 represents sellers, as well as other buyers and all buyers understand that our firm may represent both a buyer and a seller in the purchase and sale of a property. Buyers consents and confirms to this Dual Agency representation. The Buyer(s) agree that the agent won't disclose to either party any personal, financial or motivational information of a confidential nature without their express written consent. Material property defects known to the Broker are required to be disclosed by law. All clients will further acknowledge Dual representation with written authorization and informed consent, prior to an offer being made.

11. DESIGNATED AGENCY: In the event the Brokerage Firm represents the Buyer and the Seller in the same transaction and there are two different agents involved, Realty3 will designate the Buyer's Agent to represent the sole interests of the Buyer and designate the Listing Agent to represent the sole interests of the Seller. All clients will further acknowledge this with written authorization and informed consent, prior to an offer being made.

GENERAL CONSIDERATIONS. Buyer and Broker both understand that this is a binding agreement and either party may enforce their rights under this Agreement in a court of law, or through arbitration after all independent mediation efforts have been exhausted. If Buyer or Broker go to court to pursue arbitration to enforce their rights under this Agreement, the prevailing party shall be entitled to be paid as part of the award, their costs and expenses, including this transaction, the legal title to property, tax considerations, property inspections, engineering, or the uses of neighboring properties, Buyer should consult with an attorney, a tax advisor, building inspector or appropriate governmental agencies.

Realty3

Buyer

Buyer

Street Address

Town/State/Zip

Date

Broker/Agent