

## Buyer Brokerage Agreement

Buyer: \_\_\_\_\_ (hereinafter called client)  
residing at: \_\_\_\_\_ hereby retains the services of

**The Executive Group Realty** (Hereinafter called Broker) represented by Christina Tabacco  
(Salesperson/Associate Broker) to assist client in locating and/or negotiating for the purchase, lease, option, a general description of which is provided below. The terms and conditions of this agreement are as follows:

### 1. AGREEMENT PERIOD

This agreement begins on \_\_\_\_\_ and ends on \_\_\_\_\_ or upon the closing of a property purchased in the accordance to this agreement.

### 2. BROKER'S OBLIGATIONS

Broker agrees to:

[a] Use best efforts in locating a property on price and terms reasonably acceptable to client and provide any information that is known to Broker relating to the property condition to the client;

[b] Use professional knowledge and skills relating to the property's fair market value based upon comparable properties that support a marketable value and benefit to the client.

[c] Assist client throughout the transactions and act in the client's best interests at all times;

[d] Present purchase offers to the seller or to sellers' agent if a written authorization granting exclusive authority exist or present lease offers to landlord or landlords' agent if a written authorization granting exclusive authority exists.

Client understands the range of value given by the Broker is not based on exact scientific principles and is only the opinion of the Broker based upon research, knowledge of market conditions.

Broker shall never be liable to the client for damages if the opinion was arrived at as a result of the Brokers best efforts.

### 3. CLIENT'S OBLIGATIONS

During the term of this agreement, client agrees:

[a] to provide to Broker upon request:

[i] the general nature location, requirements and preferred terms and conditions, which client is seeking in connection with the acquisition of desired property; and



[ii] relevant personal and financial information to assure clients ability to obtain financing, and client will notify Broker promptly of any changes to such information that occurs during the term of this agreement;

[iii] client agrees to work exclusively with Broker and not with any other real estate Brokers, salespersons, associate Broker, or owner, landlord, seller, with respect to viewing properties and agrees to refer to Broker all inquiries in any form from any other real estate Broker, salesperson, associate Broker, prospective owner slash landlord slash seller or any other source;

[iv] And conduct good faith all negotiations for property, exclusively through Broker.

[vi] Client gives authorization to Broker to speak freely and unencumbered with the client's attorney and mortgage lender for the purpose of updating records and to update timelines that are necessary in a Real Estate Transaction. \_\_\_\_\_ [Initial here]

[b] to compensate Broker if client or any other person acting on client's behalf buys, exchanges for, obtains an option on or leases real property during the course of this agreement.

#### 4. COMPENSATION

**Compensation is not set by law or any REALTOR® association or MLS and that compensation to BROKER is fully negotiable between the BUYER and the BROKER.** \_\_\_\_\_ [Initial here]

The compensation shall be \_\_\_\_\_% of the purchase price of the property or \_\_\_\_\_% of the aggregate rental of the lease and all options as exercised or \_\_\_\_\_, which sum shall be deemed earned due and payable, but will be deferred until title closes, except if title closing is prevented by the willful default on the part of the seller, then the commission shall be payable on demand.

The Commission shall be collected at the time the sale closes or the rental commences unless the client willfully default, in which case the Commission is due immediately upon such default. Should a client who leases a property found by Broker later purchases said property, client agrees to pay an additional Commission to Broker of \$ \_\_\_\_\_ or \_\_\_\_\_% of the purchase price at the time of closing.

Client acknowledges that if within \_\_\_\_\_ months of termination of this agreement, with or without the services of a licensed agent, client buys, exchanges for, obtains an option on, or leases real property shown to client by Broker during the term of this agreement, compensation as set forth in this agreement shall be applicable in client shall pay such fee to Broker.

#### 5. FAIR HOUSING

**Broker is committed to compliance with all laws as well as the philosophy of Fair Housing for all people. Broker will present properties to client in full compliance with local, state, and federal Fair Housing laws against discrimination involving any and all classes protected by said laws.**

## 6. OTHER OBLIGATIONS

By executing this buyer Brokerage agreement, client understands that they may not buy, lease, exchange, rent any properties with another Broker other than The Executive Group Realty. \_\_\_\_\_ [Initial here]

Client also agrees that in the event that they buy a property either with or without another Broker they will still be under obligation to pay the full commission to The Executive Group Realty. \_\_\_\_\_ [Initial here]

## 7. REMEDIES

In the event of client default and an intervention from any court is necessary, in any action, proceeding or arbitration to enforce any provisions of this agreement, or for damages caused by the default, the prevailing party shall be entitled to reasonable attorney's fees, costs and related expenses, such as expert witnesses fees and fees paid to investigators. In the event Broker hires an attorney to enforce the collection of any Brokerage commissions due hereunder and is successful in collecting all or any portion thereof with or without commencing a legal action or proceedings, client agrees to pay the reasonable attorney's fees costs and related expenses incurred by the Broker.

This agreement covers the following locations, municipalities, or states:

Nassau and Suffolk Counties

I/We agree to all the terms of this agreement.

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

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

Executive Group Realty by: Christina Tabacco Date: \_\_\_\_\_

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### The Executive Group Realty

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