

I/We _____ (“BUYER”) hereby grant to _____ a real estate broker licensed under the laws of the Commonwealth of Massachusetts (“BROKER”) the exclusive right to locate or procure real property acceptable for BUYER’S purchase/lease in consideration of the mutual promises set forth below; BUYER and BROKER agree as follows:

1. Term of Agency. The Term of this Agreement shall be from _____ to _____, unless extended verbally or in writing or terminated by completion of the purpose or by agreement.

Additional Provisions of Term (if any):

2. Broker’s Services. BROKER agrees to use reasonable efforts to locate real property acceptable to BUYER and to assist BUYER in negotiating terms and conditions of a contract acceptable to BUYER for the acquisition of the real property. The final decision whether or not a property is acceptable for purchase shall be solely within the discretion of BUYER. The contract may consist of an accepted offer, purchase and sale agreement, option, deed, exchange agreement, lease or similar instrument. BROKER agrees to assist in locating properties, arranging showings, analyzing financing alternatives, giving advice concerning real estate practices and procedures, assist in negotiations, arrange inspections requested by BUYER and coordinate activities throughout the process. BROKER agrees to preserve confidential information of BUYER, making disclosure of confidential information solely to the extent necessary to establish BUYER’S financial qualifications, or if required by law. BROKER agrees to comply with all applicable Federal, State and Local Fair Housing Laws.

Additional Broker Services (if any):

3. Buyer’s Representations/Duties. The BUYER acknowledges receipt of the *Massachusetts Mandatory Licensee-Consumer Relationship Disclosure*. BUYER agrees to work exclusively with BROKER during the Term of this Agreement which includes attending all showings, including open houses, with the knowledge of the BROKER; conducting all negotiations with the knowledge and assistance of BROKER; cooperating by providing relevant personal and financial information, including providing BROKER with proof of funds or any lender’s pre-approval/pre-qualification documentation; and cooperating in scheduling and attending showings. BUYER further agrees to refer all potentially acceptable real property to BROKER during the Term of this Agreement and agrees to notify all other real estate licensees who communicate with BUYER of BROKER’S exclusive agency relationship with BUYER. BUYER represents that BUYER is not subject to any earlier buyer representation agreement, or any protection period thereof, with any other broker.

BUYER understands that this Agreement does not relieve BUYER of the duty to exercise due diligence for BUYER’S own protection, including the duty to investigate any information of importance to the BUYER. BUYER understands that BROKER has not been hired as an attorney, home inspector, pest/termite inspector, septic inspector, surveyor or to determine the condition of the real property and has not been retained to provide legal advice, to provide an opinion concerning lawfulness of current or anticipated uses, to perform a title search or to act as a mortgage broker. BROKER recommends that an attorney and other professionals be hired for such services as BUYER deems appropriate. BUYER shall also personally investigate particular matters which may be of importance, including, but not limited to the level of crime and presence of sex offenders. BUYER agrees that such services provided by the BROKER do not constitute a guarantee or warranty concerning any real property. BUYER agrees that BROKER shall have no duty to disclose any matter or condition outside the boundaries of the real property being considered for purchase, including, but not limited to, present conditions and anticipated changes in the neighborhood where the property is located.



4. Broker's Compensation. BROKER'S Compensation is not fixed, controlled or recommended by law, or by any person or entity not a party to this Agreement and are fully negotiable. In consideration for the services performed under the Agreement, BUYER agrees to pay BROKER as follows (check and complete as applicable):

- (a) **Services Fee.** BUYER shall pay BROKER a non-refundable Services Fee in the amount of \$ _____
(due and payable upon execution of this Agreement/ due and payable upon receipt of invoice(s) from BROKER). Such Services Fee (shall / shall not) be applied against any Commission owed to the BROKER.
- (b) **Hourly Fee.** BUYER shall pay BROKER an Hourly Fee of \$ _____/per hour for services performed under this Agreement due and payable upon receipt of invoice(s) from BROKER. Such Hourly Fee (shall / shall not) be applied against any Commission owed to BROKER.
- (c) **Commission.** In the event BUYER or any person acting for or with BUYER contracts to purchase, lease or otherwise acquires an interest in real property that was presented to the BUYER by the BROKER or their agent during the Term of this Agreement, or any extension thereof, BUYER will pay BROKER at the time of closing as follows:
- a percentage of the gross sales price equal to _____ %
 - a flat fee equal to \$ _____ dollars.
- i. The Commission is due and payable at the time of closing; provided, however, that if the transaction does not close because of any default on the part of the BUYER, the Commission shall become immediately due and payable. The Commission obligation will also apply to purchase or lease agreements executed within _____ days after the expiration or other termination of this Agreement, if the property to be acquired was presented to the BUYER during the Term of this Agreement.
- ii. The BROKER shall first seek Commission, if any, offered by the listing broker or otherwise from the transaction (listing broker/seller) and BUYER agrees, but is not required, to use the Massachusetts Association of REALTORS® **CONTRACT TO PURCHASE REAL ESTATE** whereby BUYER may specifically request that the seller pay the BROKER'S Commission. If obtained, BUYER shall receive a credit against any amount owed pursuant to this section. If such Commission cannot be obtained from the transaction, BUYER agrees to pay BROKER any outstanding Commission due at the time set for closing.
- (d) The BROKER is prohibited from receiving compensation for brokerage services from any source that exceeds the amount or rate agreed to in this Agreement. BROKER further agrees not to filter listings based on offers of compensation to buyer brokers. BUYER understands that the seller is not required to pay the BROKER'S compensation. BUYER expressly consents to BROKER receiving compensation from more than one party.
- (e) All fee disputes, claims or controversies arising out of or related to this Agreement shall, upon demand of either party, be submitted for binding arbitration, to the local association/board of REALTORS® or, in the event the association/board declines to hear the matter, to the American Arbitration Association (AAA) or, upon mutual agreement, to another dispute resolution service. The REALTOR® arbitration proceedings shall be conducted by a panel of at least three (3) arbitrators according to the then current rules of the association/board of REALTORS® or, if before AAA, by a single arbitrator according to the consumer arbitration rules, or if not applicable, to the commercial arbitration rules of the AAA, and all proceedings will be conducted at a location in Massachusetts chosen by the arbitrator. Reasonable attorneys' fees and costs shall be awarded to the generally prevailing party in the arbitration.

5. Additional Terms. BROKER is authorized to disclose BUYER'S identity. BUYER is advised that sellers or sellers' representatives are not required to treat the existence, terms or conditions of an offer as confidential, unless a confidentiality agreement has been made with the seller before submission of an offer. BUYER acknowledges that the BROKER represents other prospective buyers who may be interested in the same property as BUYER. BUYER agrees that it will not constitute a breach of duty for the BROKER to introduce another prospective buyer to such a property or to assist them with a purchase. BROKER shall maintain confidentiality of material information of each buyer. BROKER is authorized to cooperate with and pay other brokers in connection with the performance of BROKER'S services. Should either party file a claim for violation of General Laws Chapter 93A, the prevailing party (including any agent of the BROKER) shall be entitled to recover reasonable attorneys' fees and costs, but no fees and costs shall be recovered in the event that a tender of settlement was made in advance of suit, but rejected, and the court or arbitrator determines that the rejected tender was reasonable in relationship to the injury actually suffered.

EXCLUSIVE BUYER AGENCY AGREEMENT #703 (Page 3 of 3)
(With Consent to Designated Agency)



6. Consent to Designated Agency. A designated agent is a real estate licensee who has been appointed by a broker or a salesperson to represent a buyer as a "designated buyer's agent" or to represent the seller as a "designated seller's agent." When a buyer or seller consents to designated agency only that designated agent represents the buyer or seller. Any other agents affiliated with BROKER may represent another party to the transaction and by consenting to designated agency the buyer or seller permits those agents to represent another party. Individuals who are designated agents owe fiduciary duties to their respective clients. BUYER is further advised that: (a) the designated buyer's agent will represent the BUYER and will owe the BUYER the duties of loyalty, full disclosure, confidentiality, to account for funds, reasonable care and obedience to lawful instruction; (b) all other licensees affiliated with the appointing BROKER will not represent the BUYER nor will they owe the other duties specified in paragraph (a) to that BUYER, and may potentially represent the seller; and (c) if designated agents affiliated with the same broker represent the seller and buyer in a transaction, the appointing broker shall be a dual agent and neutral as to any conflicting interests of the seller and buyer, but will continue to owe the seller and buyer the duties of confidentiality of material information and to account for funds. **By signing this Agreement, BUYER consents to designated agency.** If designated agency occurs in a transaction, a notice of designated agency will be given. The designated agent(s) for the BUYER is/are: _____.

In the event that the designated agent appointed to represent BUYER ceases to be associated with the BROKER, BUYER hereby consents to appointment by BROKER of one or more agents associated with the BROKER to represent BUYER. Written notice of that appointment shall be given by BROKER to BUYER in a timely manner.

7. Entire Agreement/Governing Law. This Agreement is the entire agreement between the parties. BUYER has read this Agreement, understands its contents and has received a copy of the same at the time of signing. This Agreement is binding upon the parties' heirs, successors, and personal representatives. Assignment shall not limit the rights of BROKER. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Unless otherwise stated, this Agreement may not be modified, except in writing signed by both parties.

8. Other Provisions.

This is a legally binding contract. If legal advice is desired, consult an attorney.

DATED

BUYER Or Authorized Representative

BROKER Or Authorized Representative

BUYER Or Authorized Representative

