



# EXCLUSIVE AGENCY RIGHT TO REPRESENT BUYER

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.



## 1. Exclusive Agency Right Appointment.

AGREEMENT # \_\_\_\_\_

Buyer \_\_\_\_\_  
appoints Broker \_\_\_\_\_  
as Buyer's Exclusive Agent for the purpose of assisting Buyer to find and acquire an interest in suitable real property acceptable to Buyer.

## 2. Geographical Area.

This appointment is limited to the following areas of the State of Connecticut:  
\_\_\_\_\_

## 3. Term of Agreement.

This Agreement shall begin on \_\_\_\_\_ and expire at midnight on \_\_\_\_\_.

## 4. Broker's Duties.

- Broker agrees:
  - (a) to attempt to locate a property acceptable to Buyer;
  - (b) to negotiate terms and conditions agreeable to Buyer;
  - (c) to assist Buyer in the purchase or exchange of a property;
  - (d) 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 and current contacts with any real property or any other real estate agents;
  - (b) to utilize Broker exclusively in discovering and following up leads or information about a property from Broker or any other real estate brokerage firm;
  - (c) to cooperate with Broker and be reasonably available to examine real property;
  - (d) upon request, to give Broker financial and personal information regarding Buyer's needs and ability to purchase;
  - (e) to schedule all appointments to see a property listed with any other real estate brokerage firm exclusively through Broker; and
  - (f) to utilize Broker exclusively in contracting to purchase a property.

## 6. Other Terms and Conditions.

- (a) Buyer agrees that Broker may represent other buyers and show other buyers the same properties Broker shows to Buyer.
- (b) Broker may share and disclose information about Buyer with other agents who offer real property for sale.
- (c) Buyer understands that this Agreement is an exclusive appointment of Broker and it will supersede all Open Right to Represent Buyer Agreements signed by Buyer with any other broker. Buyer represents that Buyer is not currently bound by any exclusive agreement with another broker, and understands that if this were the situation, Buyer would possibly be liable for the payment of more than one fee. Buyer agrees not to enter into another exclusive agreement with any other broker unless this Agreement has terminated.
- (d) This Agreement may be terminated if the following conditions are met:
  - i. the Agreement expires; or
  - ii. Buyer and Broker agree to terminate this Agreement *in writing* prior to expiration.
- (e) Buyer is permitted, under this Agreement, to find, negotiate for and purchase a property "For Sale By Owner" without incurring the obligation to pay a professional service fee to Broker, provided Broker did not show or introduce the "For Sale By Owner" property to Buyer.

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

Buyer agrees to the following compensation arrangement: (Any Section not filled in is inapplicable)

RETAINER FEE.

- (a) Buyer will pay Broker a non-refundable Retainer Fee of \$ \_\_\_\_\_, due and payable when Buyer signs this Agreement.
- (b) Broker  will  will not apply this Retainer Fee toward the payment of any Professional Service Fee that Broker will earn under this Agreement.

PROFESSIONAL SERVICE FEE.

- (a) Buyer agrees that Broker is entitled to a Professional Service Fee if (i) during the original term of this Agreement or any extension, Buyer enters into a contract to purchase, purchases or acquires a property acceptable to Buyer that is not a property "For Sale By Owner" which was solely found and negotiated for by Buyer; or (ii) Buyer enters into a contract to purchase, purchases or acquires a property within \_\_\_\_\_ days after this Agreement or any extension expires or is terminated if the property was shown or specifically introduced by Broker to Buyer during the original term or any extension.
- (b) Broker's Professional Service Fee shall be  \$ \_\_\_\_\_, or  \_\_\_\_\_ % of the purchase price of the property purchased by Buyer, or of the value of a property obtained by Buyer in an exchange.

Buyer's Initials \_\_\_\_\_

Broker's Initials \_\_\_\_\_

- (c) Broker will make every effort to obtain the above Professional Service Fee from the Seller, the Listing Agent or out of the transaction. Buyer authorizes Broker to request payment of Broker's fee from:
- Seller       Listing Broker       Other
- (d) If Broker is unable to obtain the above Professional Service Fee as elected above Buyer  will  will not pay such fee to Broker. If Broker receives a fee from any of the above sources in excess of the amount stated in this Agreement, Buyer agrees that Broker may accept that amount as Broker's fee.
- (e) If Buyer avoids or attempts to avoid his/her obligations under this Agreement, Buyer shall be obligated to pay Broker the Professional Service Fee.
- (f) The Professional Service Fee is due no later than the date on which title to the real property transfers to Buyer. The obligation to pay a fee will automatically extend through the date of the actual closing and transfer of title even if this date occurs after the term of this Agreement or any extension expires.

**8. Statements Required By Law.**

- (a) **Lien Rights.** The Real Estate Broker may be entitled to certain lien rights pursuant to Subsection (d) of Section 20-325a 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/OR STATE LAW TO DISCRIMINATE ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, SEX, SEXUAL ORIENTATION, MARITAL STATUS, AGE, LAWFUL SOURCE OF INCOME, LEARNING DISABILITY, MENTAL RETARDATION, FAMILIAL STATUS AND MENTAL OR PHYSICAL DISABILITY.**

**9. DUAL AGENCY CONSENT**

- (a) Buyer understands that Broker represents sellers in addition to buyers.
- (b) Buyer agrees that Broker may represent both Buyer and a seller in the purchase and sale of a property currently listed with Broker or listed with Broker in the future, and that Broker will be the agent of both the Buyer and a seller. In that event, Buyer consents to and confirms this consent to a possible dual representation with all Sellers that the Broker now represents or may represent in the future.
- (c) In the event of a dual representation Buyer agrees Broker shall not be required to and shall not disclose to either Buyer or a Seller any personal, financial or other confidential information to such other party without the express written consent of the party whose information is disclosed other than information related to material property defects which are known to Broker or Broker's firm and other information Broker or Broker's firm is required to disclose by law.
- (d) Broker may not disclose:
- (i) to the Buyer that a Seller will accept less than the asking price unless otherwise instructed to do so in writing by a Seller;
- (ii) to a Seller that the Buyer can or will pay a price greater than the price submitted in a written offer to a Seller unless otherwise instructed to do so in writing by the Buyer;
- (iii) the motivation of Buyer or a Seller for buying or selling unless otherwise instructed in writing by the respective party; or
- (iv) that Buyer or a Seller will agree to financing terms other than those offered unless instructed in writing by the respective party.
- (e) Property information available through the multiple listing service or otherwise, including listed and sold properties, which has been requested by either the Buyer or a Seller, may be disclosed to both Buyer and a Seller.
- (f) Broker agrees to make every reasonable effort to remain impartial to Buyer and any Seller client and to facilitate a mutually agreed upon sale between Buyer and Broker's Seller client.
- (g) Broker agrees to immediately inform Buyer when Broker is showing Buyer a Seller client's property.

**10.General Considerations.** Buyer and Broker both understand that this is a binding agreement and either party may enforce its rights under this Agreement in a court of law or in arbitration against the other party or against any other person who takes over his/her rights or obligations under this contract. If Buyer or Broker goes to court or arbitration to enforce his/her rights under this Agreement, the prevailing party shall be entitled to be paid as part of the award, his/her costs and expenses, including attorney's fees.

**If Buyer has questions concerning this transaction and all documents executed in connection with this transaction, the legal title to property, tax considerations, property inspection, engineering, or the uses of neighboring properties, Buyer should consult with an attorney, a tax advisor, a building inspector or appropriate governmental agencies.**

Buyer acknowledges that he/she has read all of the above and has received a copy of this Agreement.

_____		Date
Buyer Signature		
_____		Date
Buyer Signature		
_____	_____	_____
Street	City/State	Zip
_____	_____	_____
Street	City/State	Zip

_____		
Broker/Agency Name		
_____	_____	_____
Street	City/State	Zip
_____		Date
Authorized Agent Signature		
_____	_____	_____
Street	City/State	Zip
_____		Date
Authorized Agent Signature		