

# Exclusive Buyer Brokerage Agreement

1. **PARTIES:** \_\_\_\_\_ (“BUYER”) grants Harper Realty FL, LLC (“BROKER”) the exclusive right to work with and assist **Buyer** in locating and negotiating the acquisition of suitable real property as described below. The term “acquire” or “acquisition” includes any purchase, option, exchange, lease or other acquisition of an ownership or equity interest in real property.

2. **TERM:** This agreement will begin on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_ and will terminate at 11:59pm on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_ (“Termination Date”). However, if a **Buyer** enters into an agreement to acquire property that is pending on the Termination Date, this Agreement will continue in effect until that transaction has closed or otherwise terminated.

3. **PROPERTY:** **Buyer** is interested in acquiring real property as follows or as otherwise acceptable to Buyer (“Property”):

a. **Type of property:** Residential

b. **Location:** Properties within Polk, Orange, Hardee, Manatee and Hillsborough Counties in Florida

c. **Price range:** \$ \_\_\_\_\_ to \$ \_\_\_\_\_

**Buyer** has been  pre-qualified  pre-approved by \_\_\_\_\_ for (amount and terms, if any) \_\_\_\_\_

d. **Preferred terms and conditions:**

## 4. **BROKER OBLIGATIONS:**

a. **Broker Assistance. Broker** will

- \* use **Broker’s** professional knowledge and skills;
- \* assist **Buyer** in determining **Buyer’s** financial capability and financing options;
- \* discuss property requirements and assist **Buyer** in locating and viewing suitable properties;
- \* assist **Buyer** to contact for property, monitor deadlines and close any resulting transaction;
- \* cooperate with real estate licensees working with the seller, if any, to effect a transaction. **Buyer** understands that even if **Broker** is compensated by a seller or

a real estate licensee who is working with a seller, such compensation does not compromise **Broker's** duties to **Buyer**.

- b. **Other Buyers.** **Buyer** understands that **Broker** may work with other prospective buyers who want to acquire the same property as **Buyer**. If **Broker** submits offers by competing buyers, **Broker** will notify **Buyer** that a competing offer has been made, but will not disclose any of the offer's material terms or conditions. **Buyer** agrees that **Broker** may make competing buyers aware of the existence of any offer **Buyer** makes, so long as **Broker** does not reveal any material terms or conditions of the offer without **Buyer's** prior written consent.
  - c. **Fair Housing.** **Broker** adheres to the principles expressed in Fair Housing Act and will not participate in any act that unlawfully discriminate on the basis of race, color, religion, sex, handicap, familial status, country of national origin or any other category protected under federal, state or local law.
  - d. **Service Providers.** **Broker** does not warrant or guarantee products or services provided by any third party whom **Broker** at **Buyer's** request, refers or recommends to **Buyer** in connection with Property acquisition.
5. **BUYER'S OBLIGATIONS:** **Buyer** agrees to cooperate with **Broker** in accomplishing the objectives of this Agreement, including:
- a. Conducting all negotiations and efforts to locate suitable property only through **Broker** and referring to **Broker** all inquiries of any kind from real estate licensees, property owners or any other source. If **Buyer** contacts or is contacted by a seller or a real estate licensee who is working with a seller or views a property unaccompanied by **Broker**, **Buyer** will, at first opportunity, advise the seller or real estate licensee that **Buyer** is working with and represented exclusively by **Broker**.
  - b. Providing **Broker** with accurate personal and financial information requested by **Broker** in connection with ensuring **Buyer's** ability to acquire property.
  - c. Being available to meet with **Broker** at reasonable times for consultations and to view properties.
  - d. Indemnifying and holding **Broker** harmless from and against all losses, damages, costs and expenses of any kind, including attorney's fees, and from liability to any person, that **Broker** incurs because of acting on **Buyer's** behalf.
  - e. Not asking or expecting to restrict the acquisition of a property according to race, color, religion, sex, handicap, familial status, country of national origin or any other category protected under federal, state or local law.
  - f. Consulting an appropriate professional for legal, tax, environmental, engineering, foreign reporting requirements and other specialized advice.
6. **COMPENSATION:** **Broker's** compensation is earned when, during the term of this Agreement or any renewal or extension, **Buyer** or any person acting for or on behalf of **Buyer** contracts to acquire real property as specified in this Agreement. **Buyer** will be responsible for paying **Broker** the amount specified in a listing by Realtors in those areas indicated in paragraph 3 at closing, if applicable and if not paid by a Seller. If a property is purchased in those areas which is not listed

**Buyer** (\_\_\_\_) (\_\_\_\_) and **Broker/Sales Associate** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page

by Realtors, but the purchase is procured through the efforts of the **Broker** a \_\_\_\_\_% Real Estate Commission of the purchase price will be paid to the Broker at closing.

7. **PROTECTION PERIOD:** **Buyer** will pay **Broker's** compensation if, within \_\_\_\_\_ days after Termination Date, **Buyer** contracts to acquire any property which was called to **Buyer's** attention by **Broker** or any other person or found by **Buyer** during the term of this Agreement. **Buyer's** obligation to pay **Broker's** fee ceases upon **Buyer** entering into a good faith exclusive buyer brokerage agreement with another broker after Termination Date.
8. **EARLY TERMINATION:** **Buyer** may terminate this Agreement at any time by written notice to **Broker** but will remain responsible for paying **Broker's** compensation if, from the early termination date to Termination Date plus Protection Period, if applicable, **Buyer** contracts to acquire any property which, prior to the early termination date, was found by **Buyer** or called to **Buyer's** attention by **Broker** or any other person. **Broker** may terminate this Agreement at any time by written notice to **Buyer**, in which event **Buyer** will be released from all further obligations under this Agreement.
9. **DISPUTE RESOLUTION:** Any unresolved dispute between **Buyer** and **Broker** will be mediated.
10. **ASSIGNMENT; PERSONS BOUND:** **Broker** may assign this Agreement to another broker. This Agreement will bind and inure to **Broker's** and **Buyer's** heirs, personal representatives, successors and assigns.
11. **BROKERAGE RELATIONSHIP:** **Buyer** authorizes **Brokerage** to operate as transaction broker.
12. **SPECIAL CLAUSES:**
13. **ACKNOWLEDGEMENT; MODIFICATIONS:** **Buyer** has read this Agreement and understands its contents. This Agreement cannot be changed except by written agreement signed by both parties.

**Buyer** (\_\_\_\_) (\_\_\_\_) and **Broker/Sales Associate** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page

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

**Buyer:** \_\_\_\_\_

Address: \_\_\_\_\_

Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

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

**Buyer:** \_\_\_\_\_

Address: \_\_\_\_\_

Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

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

**Real Estate Associate/Broker:** \_\_\_\_\_

For: Harper Realty FL, LLC



**HARPER  
REALTY**  
— FL —

1420 S Florida Ave  
Lakeland, FL 33803  
863-687-8020

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