

EXCLUSIVE BUYER AGENCY AGREEMENT

1. AGENCY: \_\_\_\_\_ and \_\_\_\_\_ referred to in  
(Buyer) (Buyer)  
this Agreement as "Buyer" hereby designate \_\_\_\_\_  
(Brokerage Firm)

as Buyer's exclusive agent, referred to in this Agreement as "Buyer's Agent", for the purpose of searching for, locating, and purchasing real estate by Buyer in the following areas: \_\_\_\_\_ (if no municipalities or counties are filled in, then the area shall be New Jersey), pursuant to all of the terms and conditions set forth below. The individual agent who signs this Agreement on behalf of the Brokerage Firm shall, on behalf of the Brokerage Firm, be primarily responsible for ensuring that the Brokerage Firm's duties hereunder are fulfilled; however, it is understood and agreed that other agents of the Brokerage Firm may be assigned to fulfill such duties if deemed appropriate by the Brokerage Firm. For the purposes of this Agreement, the term "Brokerage Firm", as the context may require, shall be deemed to include the individual agent who signs this Agreement and any other agents of the Brokerage Firm.

**BUYER'S AGENT SHALL CONDUCT ALL BROKERAGE FIRM ACTIVITIES WITH REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE OR COLOR, RELIGION OR CREED, SEX, PREGNANCY OR BREAST FEEDING, NATIONAL ORIGIN, NATIONALITY, ANCESTRY, DISABILITY, MARITAL STATUS OR DOMESTIC PARTNERSHIP/ CIVIL UNION STATUS, FAMILIAL STATUS, MILITARY SERVICE, SOURCE OF LAWFUL INCOME, SEXUAL ORIENTATION OR GENDER IDENTITY OR EXPRESSION, OF ANY PARTY OR PROSPECTIVE PARTY AND SHALL COMPLY WITH ALL STATE, FEDERAL AND LOCAL FAIR HOUSING AND ANTI-DISCRIMINATION LAWS.**

2. DOES BUYER HAVE A BUSINESS RELATIONSHIP WITH ANOTHER BROKER?  YES  NO

Buyer represents to Buyer's Agent that no other buyer's agency agreement is presently in effect for the area set forth in section 1, including any protection period after the termination of an agreement with a prior buyer's agent with whom Buyer worked. Buyer agrees not to enter into any such agreement for the area set forth in section 1 during the term of this Agreement. Buyer further represents that Buyer disclosed to Buyer's Agent information about any property that Buyer has visited at any open houses or that Buyer has been shown by any other real estate brokerage firm that falls within section 1 prior to the execution of this Agreement.

By employing Buyer's Agent as Buyer's exclusive agent, Buyer agrees to conduct all negotiations for properties in the area set forth in section 1 through Buyer's Agent, and to refer to Buyer's Agent all inquiries received in any form from other real estate brokerage firms, prospective sellers, or any other sources during the term of the Agreement. Accordingly, the Brokerage Fee, as set forth in section 5, shall be due and payable even under the circumstance that Buyer acquires real property on their own and/or without the assistance or involvement of Buyer's Broker.

3. **DECLARATION OF BUSINESS RELATIONSHIP:** The real estate license law of the State of New Jersey requires every real estate licensee to declare the basis of the business relationship being established between such licensee and Buyer. Accordingly, I, \_\_\_\_\_ AS AN AUTHORIZED REPRESENTATIVE OF

(Name of Licensee)

INTEND, AS OF THIS TIME, TO WORK WITH BUYER

(Name of Firm)

AS A: (choose one)

BUYER'S AGENT ONLY  BUYER'S AGENT AND DISCLOSED DUAL AGENT IF THE OPPORTUNITY ARISES.

The potential for Buyer's Agent to work as a Disclosed Dual Agent will arise if/when Buyer becomes interested in inspecting/viewing a property which is listed with the Brokerage Firm.

4. **TERM:** This Agreement shall commence on \_\_\_\_\_ and shall expire when Buyer acquires property as set forth in section 1, or at midnight on the \_\_\_\_\_ day of \_\_\_\_\_ ("Term") or \_\_\_\_\_ days (if no days are filled in, then three (3) days) after receipt by Buyer's Agent or Buyer of a written termination notice from the other party, whichever shall first occur, subject to the Protection Period set forth in section 5(a). The Term of this Agreement may not be extended without the written consent of Buyer.

5. **COMPENSATION TO BUYER'S AGENT:** Buyer has the right to individually negotiate and reach an agreement with Buyer's Agent on any brokerage fee to be paid to Buyer's Agent. Although Buyer's Agent has the right to individually set brokerage fees that



54 it deems to be acceptable for its services, it may be negotiated between Buyer and Buyer's Agent. No law, governmental agency, trade  
55 association or multiple listing service has fixed the amount, format, or rate of any brokerage fee to be paid to Buyer's Agent.  
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57 (a) **Compensation From Buyer:**

- 58 (1) **Retainer Fee:** Buyer will pay Buyer's Agent  no retainer fee  a non-refundable retainer fee in the amount of \$ \_\_\_\_\_  
59 that is due and payable at the time of the signing of this Agreement. This amount will be credited towards any compensation  
60 due to Buyer's Agent under this Agreement unless otherwise agreed to in writing by Buyer and Buyer's Agent.  
61 (2) **Brokerage Commission:** In consideration of the services rendered by Buyer's Agent on behalf of Buyer, Buyer agrees to pay  
62 to Buyer's Agent the following brokerage commission:  
63  \_\_\_\_\_ (%) percent of the purchase price;  
64  \$ \_\_\_\_\_ as a flat fee; and/or  
65  Other: \_\_\_\_\_  
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67 The brokerage fee shall be earned, due and payable by Buyer to Buyer's Agent under any of the following circumstances:

- 68 1. If the Buyer, the Buyer's assignee or legal representative enters into an agreement to purchase, trade, exchange and/or an option  
69 to purchase any real estate seen during the Term of this Agreement, as set forth in section 1, regardless of the manner in which  
70 Buyer was introduced to the real estate, subject to an attorney for one of the parties timely disapproving the sales contract as  
71 provided under the Attorney-Review Section in the sales contract, if applicable, or Buyer or seller in good faith exercising a right  
72 in the contract to terminate the contract; or  
73 2. If, within \_\_\_\_\_ days after the expiration of this Agreement ("Protection Period"), Buyer enters into a contract to acquire  
74 real estate viewed in person by and/or introduced to Buyer during the Term of this Agreement as long as Buyer's Agent provides  
75 to Buyer a list of all such real estate in writing within ten (10) days of the termination of this Agreement. Buyer agrees to provide  
76 the list of such real estate to any other buyer's agent with whom Buyer enters into a valid exclusive buyer agency agreement  
77 during the Protection Period and understands and agrees that Buyer may be liable to pay compensation to Buyer's Agent and  
78 the new buyer's agent if Buyer fails to provide the list to the new buyer's agent; or  
79 3. If, having entered into an enforceable contract to acquire real estate during the Term of this Agreement, Buyer defaults under  
80 the terms of that contract.

81 The brokerage fee shall be due and payable at distribution of proceeds from the sale of the real estate at closing or upon Buyer's  
82 default of any contract to acquire the real estate. If Buyer defaults, the total compensation that would have been due to Buyer's  
83 Agent will be due and payable immediately from the Buyer. Buyer's Agent reserves all rights to pursue a commission or other fee  
84 from a seller or seller's agent in the amount set forth above if seller defaults under the terms of the sales contract.  
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86 For purposes of this Agreement, where the compensation for Buyer's Agent is based in whole or in part on the purchase price, the  
87 purchase price shall include all amounts allocated to, among other things, furnishings, fixtures and other concessions or credits that  
88 are agreed upon by Buyer and seller.  
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- 90 (b) **Compensation From Seller:** A seller may offer compensation to a buyer's agent as a cooperating broker. If the seller of such  
91 property authorizes the listing broker to pay a portion of the listing broker's brokerage fee to Buyer's Agent, that portion of the  
92 brokerage fee shall be credited against Buyer's obligation to pay Buyer's Agent as set forth above, except where Buyer's Agent is a  
93 disclosed dual agent in which case the entire brokerage fee must be paid by either Buyer or seller. In such event, Buyer agrees to pay  
94 to Buyer's Agent, at closing, the difference between the amount so received from the listing broker and the total brokerage fee due  
95 to Buyer's Agent as set forth above, unless, as a term or condition of the contract of sale, the seller has agreed to pay such difference  
96 to Buyer's Agent at closing. If the amount of compensation a seller offers to pay Buyer's Agent is more than the amount Buyer has  
97 agreed to pay Buyer's Agent, Buyer shall be entitled to a credit of the amount that is more than the Buyer has agreed to pay Buyer's  
98 Agent, except as otherwise agreed in writing between Buyer and Buyer's Agent.  
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100 If a seller is offering to pay to Buyer's Agent an amount less than Buyer has agreed that Buyer's Agent will be paid as set forth above,  
101 Buyer directs Buyer's Agent to do the following: (check applicable items)

- 102  Introduce Buyer to all properties that Buyer's Agent believes would be acceptable to Buyer regardless of the compensation being  
103 offered by the seller to Buyer's Agent.  
104  Do not introduce Buyer to any properties where the following condition(s) exist: \_\_\_\_\_  
105 \_\_\_\_\_  
106 \_\_\_\_\_  
107 \_\_\_\_\_  
108  Include in any offer to the seller that the seller will pay the amount Buyer has agreed that Buyer's Agent will be paid for Buyer's  
109 Agent's services.  
110  Include in any offer to the seller that the seller will pay the amount Buyer has agreed that Buyer's Agent will be paid for Buyer's  
111 Agent's services if Buyer's Agent becomes a disclosed dual agent because Buyer's Agent or another agent from the same brokerage  
112 firm is the listing agent for the seller.  
113  Other: \_\_\_\_\_

- 114 6. **BUYER'S AGENT'S DUTY:** During the Term of this Agreement, Buyer's Agent shall promote the interests of Buyer as follows:  
115 (a) Use diligence in its search to locate a property which is acceptable to Buyer.  
116 (b) In performing its duties, Buyer's Agent shall exercise ordinary care and comply with all applicable laws and regulations.  
117 (c) Use professional knowledge and skills to assist Buyer to negotiate for the purchase of such property.  
118 (d) Assist Buyer throughout the transaction and represent Buyer's best interests.  
119 (e) Help Buyer understand financial issues, such as budget constraints.  
120 (f) Provide Buyer with an overview of the current market conditions and how they may impact Buyer's purchasing power.  
121 (g) Schedule showings of properties for Buyer.  
122 (h) Disclose to Buyer all material facts related to the physical condition of the property or concerning the transaction of which the  
123 Buyer's Agent has actual knowledge.  
124 (i) Prepare and negotiate with the seller or seller's agent a written offer on behalf of Buyer for any property that Buyer wants to  
125 purchase.  
126 (j) Suggest professional referrals, such as attorneys, inspectors, engineers, title companies, mortgage advisors and tradespeople, if  
127 requested by Buyer.  
128 (k) Arrange for home inspections and assist in resolving any issues that may arise, as appropriate.  
129 (l) Schedule a final walk-through of the property and assist in dealing with any discrepancies in the condition of the property that may  
130 exist.  
131 (m) Other: \_\_\_\_\_  
132 \_\_\_\_\_  
133 \_\_\_\_\_  
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- 135 7. **BUYER'S DUTY:** During the Term of this Agreement, Buyer shall:  
136 (a) Provide accurate and relevant personal information to Buyer's Agent regarding Buyer's financial ability to purchase real estate to  
137 fulfill the terms of this Agreement.  
138 (b) Advise Buyer's Agent of any property of which Buyer becomes aware or otherwise is introduced to or views as a possible property  
139 for Buyer to purchase where Buyer may have an interest in purchasing such property.  
140 (c) Submit through Buyer's Agent any offer to purchase or contract on a property which was shown to Buyer by Buyer's Agent.  
141 (d) Work exclusively with Buyer's Agent.  
142 (e) Immediately refer to Buyer's Agent information about any property Buyer may have an interest in examining/viewing.  
143 (f) Examine property only by appointments made by and through Buyer's Agent and accompanied by Buyer's Agent, unless otherwise  
144 expressly agreed to by Buyer's Agent.  
145 (g) Conduct all negotiations and communications through Buyer's Agent.  
146 (h) Conduct all due diligence on a property in consultation with Buyer's Agent.  
147 (i) Unless agreed to otherwise by Buyer's Agent in writing, pay for all products and/or services required in the examination and  
148 evaluation of any property (e.g., surveys, water/soil tests, title reports, property inspections, etc.).  
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150 8. **OTHER BUYERS:** Other potential buyers may be interested in the same properties as Buyer. It is agreed that Buyer's Agent may  
151 represent such other potential buyers whether such representation arises prior to, during, or after the termination of this Agreement. In  
152 any such situation, Buyer agrees that Buyer's Agent will not disclose to any other potential buyer the terms of Buyer's offer or any other  
153 confidential information concerning Buyer and also will not disclose to Buyer the terms of any other buyer's offer or any confidential  
154 information concerning the other buyer(s).  
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156 9. **DUAL AGENCY:** Buyer understands that Buyer's Agent may elect to represent a seller as well as Buyer in the sale and purchase of  
157 such seller's property. In such event, Buyer acknowledges that Buyer's Agent will be a dual agent and, pursuant to law, will have to obtain  
158 the written informed consent of both the seller and Buyer for Buyer's Agent to be a Disclosed Dual Agent. Buyer understands that, by  
159 consenting to Buyer's Agent to be a Disclosed Dual Agent, there will be a limitation on Buyer's Agent's ability to represent either Buyer  
160 or seller fully and exclusively. Buyer's Agent, when acting as a Disclosed Dual Agent, will not be able to put either the seller's interests  
161 ahead of Buyer's interests nor Buyer's interests ahead of the seller's interests. **Buyer's consent to Buyer's Agent being a Disclosed  
162 Dual Agent shall be deemed to have been given when Buyer signs the attached "Informed Consent to Dual Agency".**  
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164 10. **NO WARRANTIES OR REPRESENTATIONS:** Buyer's Agent makes no warranties or representations regarding the value or  
165 suitability of any property for Buyer's purposes. Buyer agrees to be responsible for making all inspections, inquiries and investigations  
166 necessary to satisfy Buyer as to the property's suitability and value. Buyer also agrees to indemnify and hold Buyer's Agent harmless from  
167 and against any and all liability, claims, losses, damages, lawsuits or expenses that Buyer's Agent may incur either as a result of Buyer's  
168 selection and use of any such services or Buyer's election not to have one or more of such services performed.  
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170 Buyer agrees to indemnify and hold harmless Buyer's Agent from any and all claims, which may lead to a dispute arising from or related  
171 to false or incomplete information provided by Buyer. Such indemnification shall include Buyer's reimbursement to Buyer's Agent for any  
172 attorneys' fees and costs arising from any dispute brought against Buyer's Agent.  
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174 **11. INSPECTIONS RECOMMENDED:** Buyer's Agent recommends that any offer to purchase a property be conditioned on Buyer's  
175 inspections of the property by a licensed inspector and/or other professionals. Buyer's Agent does not have any expertise in such matters  
176 and Buyer is responsible for interviewing and selecting all inspectors.  
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178 **12. BUYER'S LETTER TO SELLER:** Personal letters to a seller expressing why Buyer wishes to purchase the seller's real estate often  
179 contain information which could be used, knowingly or through unconscious bias, as a basis for the seller's decision to accept or reject an  
180 offer and may violate State and/or Federal Fair Housing Laws. To avoid potential liability for unlawful discrimination and the appearance  
181 of impropriety, Buyer's Agent recommends that Buyer not submit such a letter to a seller but, if Buyer decides to send such a letter to a  
182 seller, Buyer understands and agrees that Buyer's Agent will not send the letter to the seller and that Buyer will send the letter directly to  
183 the seller and be solely responsible for its contents.  
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185 **13. PROFESSIONAL REFERRALS:** Buyer may request the names of attorneys, inspectors, engineers, title companies, mortgage  
186 advisors and tradespeople or other professionals from Buyer's Agent. Any names provided by Buyer's Agent shall not be deemed to be a  
187 recommendation or testimony of competency of the person(s) referred. Buyer shall assume full responsibility for their selection(s) and hold  
188 Buyer's Agent harmless for any claim or actions resulting from the work or duties performed by these professionals.  
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190 **14. APPLICABLE LAWS:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey  
191 and any arbitration or lawsuit relating to or arising from this Agreement shall be venued in the State of New Jersey.  
192

193 **15. ARBITRATION/ATTORNEYS' FEES:** Buyer and Buyer's Agent agree that any dispute arising from or related to this Agreement  
194 shall be submitted to arbitration before the American Arbitration Association or a REALTOR® Association located in the State of New  
195 Jersey at the choice of the party filing for arbitration. If arbitration, or if a lawsuit, is filed by Buyer or Buyer's Agent concerning any issue  
196 arising from or related to this Agreement, the prevailing party shall be entitled, in addition to any other remedy, to be paid reasonable  
197 attorneys' fees, arbitration fees, court costs and other expenses incurred.  
198

199 **16. CLASS ACTION AND REPRESENTATIVE ACTION WAIVER:** BUYER AND BUYER'S AGENT AGREE TO BRING  
200 ANY DISPUTE IN ARBITRATION ON AN INDIVIDUAL BASIS ONLY. AS A RESULT, BUYER AND BUYER'S AGENT  
201 WAIVE ANY RIGHT FOR ANY DISPUTE TO BE BROUGHT, HEARD, DECIDED, OR ARBITRATED AS A CLASS AND/  
202 OR COLLECTIVE ACTION AND THE ARBITRATOR WILL HAVE NO AUTHORITY TO HEAR OR PRESIDE OVER ANY  
203 SUCH CLAIM ("Class Action Waiver"). Notwithstanding any other clause contained in this section, the preceding sentence will not be  
204 severable from this Agreement in any instance in which a claim is brought as a class and/or collective action. To the extent the Class  
205 Action Waiver is determined to be invalid, unenforceable or void, the class action must proceed in a court of law and not in arbitration.  
206

207 BUYER AND BUYER'S AGENT ALSO WAIVE ANY RIGHT FOR ANY DISPUTE TO BE BROUGHT, HEARD, DECIDED, OR  
208 ARBITRATED AS A PRIVATE ATTORNEY GENERAL REPRESENTATIVE ACTION AND THE ARBITRATOR WILL HAVE  
209 NO AUTHORITY TO HEAR OR PRESIDE UNDER ANY SUCH CLAIM ("Representative Action Waiver"). This Representative  
210 Action Waiver does not apply to any claim Buyer brings in arbitration as a private attorney general solely on Buyer's own behalf and not  
211 on behalf of or regarding others. This Representative Action Waiver will be severable from this Agreement in any case in which there is  
212 a final judicial determination that the Representative Action Waiver is invalid, unenforceable, unconscionable, void or voidable. In such  
213 instances and where the claim is brought as a private attorney general, such private attorney general claim must be litigated in a civil court  
214 of competent jurisdiction, but all other provisions of this Agreement, including without limitation the Class Action Waiver, will continue  
215 to apply.  
216

217 Notwithstanding any other clause or language contained in this Agreement and/or any rules or procedures that might otherwise be  
218 applicable by virtue of this Agreement or by virtue of any arbitration organization rules or procedures that now apply or any amendments  
219 and/or modifications to those rules, any claim that this Class Action Waiver or Representative Action Waiver, or any portion of this Class  
220 Action Waiver or Representative Action Waiver, is unenforceable, inapplicable, unconscionable, or void or voidable, will be determined  
221 only by a court of competent jurisdiction and not by an arbitrator.  
222

223 **17. CONSUMER INFORMATION STATEMENT:** Buyer acknowledges receipt of the attached Consumer Information Statement  
224 on New Jersey Real Estate Relationships.  
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226 **18. TERMINATION/BREACH:**  
227 (a) **Termination.** Buyer acknowledges and understands that this Agreement constitutes a binding, exclusive contract between Buyer  
228 and Buyer's Agent for the entire Term stated above. Buyer's withdrawal from this Agreement prior to the expiration date as set forth  
229 in section 4, or Buyer's execution of a buyer agency agreement with another real estate brokerage firm that becomes effective during  
230 the Term of this Agreement would constitute a material breach of this Agreement unless it was terminated in writing by mutual  
231 consent of Buyer and Buyer's Agent as set forth in section 4, or for legally-sufficient cause. Any subsequent purchase of real property  
232 of the type described in section 1 during the Term and resulting from a material breach of this Agreement may entitle Buyer's Agent  
233 to the brokerage fee described in section 5.

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(b) **Breach.** If Buyer is in breach of this Agreement, Buyer's Agent will be entitled to pursue all remedies available to Buyer's Agent for such breach, including but not limited to recovery of the brokerage fee described in section 5. This provision is in addition to Buyer's Agent's right to the brokerage fee if Buyer breaches an enforceable contract to acquire property after the brokerage fee has been earned in accordance with section 5. If Buyer's Agent is in material breach of this Agreement, Buyer will be entitled to pursue all remedies available to Buyer for such breach.

**19. SURVEILLANCE BY SELLER:** Buyer is advised to be mindful of the fact that there may be video and/or audio surveillance device(s) which can allow for remote monitoring, including broadcasting or recording video and audio, of any property examined by Buyer, and that Buyer or Buyer's representatives may be under surveillance during any such examination. Buyer should be aware that any discussions, including discussions of negotiation strategies, held on the property may not be confidential.

**20. RECORDING OF PROPERTY BY BUYER:** Buyer and Buyer's Agent understand that the seller has a right to privacy with regard to the property that is being offered for sale and agree that neither Buyer nor Buyer's Agent will take any photograph, make any video or otherwise broadcast in any manner to any other person any area in the interior of the property without the written consent of the seller.

**21. LIEN:** Buyer agrees that, if for any reason Buyer's Agent is not paid the compensation as provided in this Agreement at the closing, or as otherwise agreed to by Buyer's Agent in writing, Buyer's Agent has the right to record a lien on the property that Buyer purchased for the amount due under this Agreement, plus interest at the rate of ten (10%) percent per annum, and any attorneys' fees and costs due as provided in this Agreement and for recording the lien.

**22. ENTIRE AGREEMENT:** This Agreement contains the entire agreement between Buyer and Buyer's Agent and only may be amended by an agreement in writing signed by Buyer and Buyer's Agent. No representations have been made by either party, except as set forth in this Agreement. Buyer acknowledges receipt of a signed copy of this legally binding Agreement and agrees to be bound by and comply with its terms and conditions.

IF BUYER DOES NOT UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT, LEGAL ADVICE SHOULD BE SOUGHT BEFORE SIGNING.

|           |       |       |
|-----------|-------|-------|
| By: _____ | _____ | _____ |
| BROKER    | BUYER | Date  |
|           | _____ | _____ |
|           | BUYER | Date  |
|           | _____ | _____ |
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