



**EXCLUSIVE BUYER REPRESENTATION AGREEMENT
FOR SINGLE AGENT BROKER**

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Northeast Florida Multiple Listing Service, Inc. dba realMLS ("NEFMLS")



1 _____ ("Buyer") hereby
2 retains _____ ("Broker") as
3 Buyer's exclusive agent to work with and assist Buyer in locating and negotiating the acquisition of real
4 property. The term "acquisition" or "acquire" includes any purchase, option, exchange, lease or other acquisition
5 of an ownership or other interest in real property. The individual licensee of Broker who signs this Agreement
6 on behalf of Broker shall be primarily responsible for performing the duties of Broker hereunder but it is agreed
7 that other licensees of Broker may be appointed by Broker to fulfill such duties if deemed appropriate by Broker.

8 1. TERM: This Agreement will begin on the _____ day of _____, _____, and will terminate at
9 11:59 p.m. on the _____ day of _____, _____ ("Termination Date"). However, if Buyer enters
10 into an agreement to acquire property that is pending on the Termination Date, this Agreement will continue in
11 effect until that transaction is consummated or is otherwise terminated.

12 2. TYPE OF PROPERTY: Buyer is interested in acquiring the following type of real property:
13 (A) Residential (improved or unimproved) Commercial (improved or unimproved)
14 (B) General Location: _____

15 3. SINGLE AGENT BROKER'S OBLIGATIONS:
16 (A) Duties. The duties of a real estate licensee owed to a buyer or seller who engages the real estate
17 licensee as a single agent include the following:
18 (a) Dealing honestly and fairly;
19 (b) Loyalty;
20 (c) Confidentiality;
21 (d) Obedience;
22 (e) Full disclosure;
23 (f) Accounting for all funds;
24 (g) Skill, care, and diligence in the transaction;
25 (h) Presenting all offers and counteroffers in a timely manner, unless a party has
26 previously directed the licensee otherwise in writing; and
27 (i) Disclosing all known facts that materially affect the value of residential real property
28 and are not readily observable.
29 (B) Other Customers. Buyer understands that Broker may work with other prospective customers
30 who want to acquire the same property as Buyer. If Broker submits offers made by competing
31 customers, Broker will notify Buyer that a competing offer has been made, but will not disclose
32 any of the competing offer's material terms or conditions without the competing offeror's written
33 consent. Buyer agrees that Broker may make competing customers aware of the existence of any
34 offer Buyer makes so long as Broker does not reveal any material terms or conditions of the offer
35 without Buyer's written consent.
36 (C) Service Providers. Broker does not warrant or guarantee products or services provided by any
37 third party whom Broker, at Buyer's request, refers or recommends to Buyer in connection with
38 property acquisition.
39 (D) Fair Housing. Broker will present properties to Buyer in full compliance with local, state and
40 federal housing laws against discrimination on the basis of race, color, religion, sex, handicap,
41 familial status, national origin, sexual orientation or gender identity.

42 4. BUYER'S OBLIGATIONS: Buyer agrees to cooperate with Broker in accomplishing the objectives of this
43 Agreement including, without limitation:
44 (A) Working exclusively with Broker during the term of this Agreement;
45 (B) Conducting all negotiations and efforts to locate suitable property exclusively through Broker,
46 and referring to Broker all inquiries of any kind from real estate licensees, property owners or
47 any other source. If Buyer contacts or is contacted by a seller, a builder, a lessor, or a real estate
48 licensee who is working with a seller, or views a property unaccompanied by Broker, Buyer will,
49 at first opportunity, advise the seller, builder, lessor, or real estate licensee, that Buyer is working
50 with and represented exclusively by Broker;
51 (C) Providing Broker with proof of funds and/or loan preapproval ensuring Buyer's ability to acquire
52 and/or finance the acquisition of real property ;
53 (D) Acknowledging there are customary Buyer's closing costs and prepaids, including all loan
54 closing costs; and
55 (E) Consulting an appropriate professional for legal, tax, environmental, insurance, inspection and
56 property condition advice, as neither Broker nor Broker's licensees are experts in tax, legal,
57 financial, property condition and environmental matters. Broker advises Buyer to consult with
58 appropriate professionals on these matters.

59 5. COMPENSATION: Broker's compensation is earned when, during the term of this Agreement and any
60 renewal or extension of this Agreement, Buyer or any person or entity acting for or on behalf of Buyer contracts
61 to acquire real property regardless of the manner in which Buyer was introduced to the property. Broker shall
62 seek the compensation from a cooperating broker, or from the Seller, builder, lessor if there is no listing broker.
63 Except as otherwise set forth below, Buyer will be responsible for paying Broker no later than at
64 closing/consummation the amount specified below but will be credited with any amount which Broker receives
65 from a seller, a builder, a lessor, or a broker who is working with a seller. In the event the amount of
66 compensation offered by listing broker, seller, builder, or lessor is greater than is specified in this Paragraph 5,
67 Buyer authorizes Broker to receive such compensation and to retain any such additional compensation without
68 proration or rebate to Buyer. Buyer will pay Broker's compensation immediately upon Buyer's default on any
69 contract to acquire property. Buyer will pay Broker's compensation if within 120 days after Termination Date
70 ("Protection Period") Buyer contracts to acquire any property which was called to Buyer's attention by Broker
71 or any other person or found or discovered by Buyer during the term of this Agreement.

72
73 (A) For Purchase: Broker will be paid \$ _____ or _____ % of the total Purchase Price
74 (select only one) plus a broker transaction fee of \$ _____.
75 (B) For Lease or Option to Purchase: For Lease, Broker will be paid \$ _____ or
76 _____ % of the total lease amount, whichever is greater, to be paid when Buyer enters into the
77 lease. For Option to Purchase, Broker will be paid \$ _____ or _____ % of the
78 option amount, whichever is greater, to be paid when Buyer enters into the option agreement. If
79 Buyer enters into a lease with option to purchase, Broker will be compensated for both the lease
80 and the option.
81 (C) Other: Broker will be compensated for all other types of acquisitions as if such acquisition were
82 a purchase.

83 6. RETAINER, IF APPLICABLE: Upon execution of this Agreement, Buyer will pay to Broker a
84 non-refundable retainer fee of \$ _____ for Broker's services ("Retainer"). This fee is not
85 refundable and will or will not be credited to Buyer if compensation is earned by Broker as specified in
86 this Agreement.

87 7. EARLY TERMINATION: Buyer may terminate this Agreement at any time by written notice to Broker but
88 will remain responsible for paying Broker's compensation if, from the early termination date to Termination
89 Date plus Protection Period, Buyer contracts to acquire any property which, prior to the early termination date,
90 was found or discovered by Buyer or called to Buyer's attention by Broker or any other person. Broker may
91 terminate this Agreement at any time by written notice to Buyer, in which event Buyer and Broker will be
92 released from all further obligations under this Agreement except for the indemnity and hold harmless provision
93 in paragraph -8 hereof.

94 8. DISPUTE RESOLUTION AND HOLD HARMLESS/INDEMNIFICATION: Buyer and Broker agree to
95 meet and negotiate in good faith any disputes that arise between them. Any unresolved controversy or claim
96 directly or indirectly arising out of or relating to this Agreement or the Property, the relationship resulting in or
97 from this Agreement, or breach of any duties hereunder between Buyer and Broker, will first be mediated, with
98 the parties sharing the cost of mediation equally; however, a party's refusal to mediate shall not prevent the
99 remaining parties from pursuing their claim in Arbitration. If a settlement is not reached in mediation, the
100 matter will be submitted to binding Arbitration in accordance with the rules of the American Arbitration
101 Association or other mutually agreeable Arbitrator. A judgment upon the award/determination rendered by the
102 Arbitrator shall be entered in a court of competent jurisdiction. Buyer agrees to indemnify and hold Broker
103 harmless from and against all losses, damages, costs and expenses of any kind, including attorney's fees, and
104 from liability to any person or entity, that Broker incurs because of acting on Buyer's behalf.

105 **WIRE FRAUD ALERT. Every day criminals are trying to steal your money by hacking email accounts of real estate agents,**
106 **title companies, settlement attorneys and others, resulting in fraudulent wire instructions being used to divert funds to the**
107 **account of the criminal. The emails look legitimate, but they are not. BUYER is advised not to wire any funds without**
108 **personally speaking with the intended recipient of the wire to confirm the routing number and the account number. BUYER**
109 **should not send personal information such as social security numbers, bank account numbers and credit card numbers**
110 **except through secured email or personal delivery to the intended recipient. BUYER agrees to indemnify and hold harmless**
111 **all brokers from all losses, liabilities, charges and costs they may incur due to any and all wire transfers or wire instructions**
112 **relating to the transfer or issuance of funds.**

113
114 **After you receive a Federal Reference Number from your sending financial institution you may want to verify as soon as**
115 **possible with the intended recipient of the wire that they received your money. If you cannot verify that the wire was received**
116 **by the intended recipient, immediately contact the financial institution that sent the wire.**

117

118 **SINGLE AGENT NOTICE**

119 FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS SINGLE AGENTS
120 DISCLOSE TO BUYERS AND SELLERS THEIR DUTIES.

121 As a single agent, _____ (name of brokerage) and its
122 associates owe to you the following duties:

- 123 1. Dealing honestly and fairly;
- 124 2. Loyalty;
- 125 3. Confidentiality;
- 126 4. Obedience;
- 127 5. Full Disclosure;
- 128 6. Accounting for all funds;
- 129 7. Skill, care, and diligence in the transaction;
- 130 8. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed
131 the licensee otherwise in writing; and
- 132 9. Disclosing all known facts that materially affect the value of the residential real property and are
133 not readily observable.

134 _____
135 Signature of Buyer Date

136 _____
137 Signature of Buyer Date

138 _____
139 Signature of Buyer Date

140 _____
141 Signature of Buyer Date

142 **CONSENT TO TRANSITION TO TRANSACTION BROKER (OPTIONAL)**

143 FLORIDA LAW ALLOWS REAL ESTATE LICENSEES WHO REPRESENT A BUYER OR SELLER AS
144 A SINGLE AGENT TO CHANGE FROM SINGLE AGENT RELATIONSHIP TO A TRANSACTION
145 BROKERAGE RELATIONSHIP IN ORDER FOR THE LICENSEE TO ASSIST BOTH PARTIES IN A
146 REAL ESTATE TRANSACTION BY PROVIDING A LIMITED FORM OF REPRESENTATION TO BOTH
147 THE BUYER AND THE SELLER. THIS CHANGE IN RELATIONSHIP CANNOT OCCUR WITHOUT
148 YOUR PRIOR WRITTEN CONSENT.

149 As a transaction broker, _____ (name of brokerage) and
150 its associates provides to you a limited form of representation that includes the following duties:

- 151 1. Dealing honestly and fairly;
- 152 2. Accounting for all funds;
- 153 3. Using skill, care and diligence in the transaction;
- 154 4. Disclosing all known facts that materially affect the value of residential real property and are not
155 readily observable to the buyer;
- 156 5. Presenting all offers and counter offers in a timely manner, unless a party has previously directed
157 the licensee otherwise in writing;
- 158 6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will
159 prevent disclosure that the seller will accept a price less than the asking or listed price, that the
160 buyer will pay a price greater than the price submitted in a written offer, of the motivation of any
161 party for selling or buying property, that a seller or buyer will agree to financing terms other than
162 those offered, or any other information requested by a party to remain confidential; and
- 163 7. Any additional duties that are entered into by this or by separate agreement.

164 Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally,
165 parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation
166 allows a licensee to facilitate a real estate transaction by assisting both the buyer and seller, but a licensee will
167 not work to represent one party to the detriment of the other party when acting as a transaction broker to both
168 parties. Buyer agrees it may be necessary or appropriate for Broker to act as a broker for a seller in a transaction.

169 I agree that my agent may assume the role and duties of a transaction broker.

170 171 Signature of Buyer	Date
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172 173 Signature of Buyer	Date
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174 175 Signature of Buyer	Date
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176 177 Signature of Buyer	Date
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178 ADDITIONAL TERMS AND CONDITIONS (IF ANY) :

179 _____
180 _____
181 _____
182 _____
183 _____

184 ACKNOWLEDGMENT; MODIFICATIONS: Buyer has read this Agreement and understands its contents.
185 Buyer acknowledges receipt of a signed copy of this Agreement. This Agreement cannot be modified except
186 by written agreement signed by all parties hereto.

187 Date: _____ Buyer: _____
188 Address: _____
189 Phone #: _____ Email: _____

190 Date: _____ Buyer: _____
191 Address: _____
192 Phone #: _____ Email: _____

193 Date: _____ Buyer: _____
194 Address: _____
195 Phone #: _____ Email: _____

196 Date: _____ Buyer: _____
197 Address: _____
198 Phone#: _____ Email: _____

199 _____
200 Broker Firm Name Broker Firm Phone Number

201 _____
202 Broker Firm Address

203 Date: _____
204 Signature of Licensee

205 _____
206 Printed Name of Licensee

207 _____
208 Email Address of Licensee