



**EXCLUSIVE BUYER REPRESENTATION AGREEMENT  
FOR SINGLE AGENT BROKER WITH CONSENT TO TRANSITION**

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



1 The Buyer(s) \_\_\_\_\_ ("Buyer")  
 2 hereby retains \_\_\_\_\_ ("Broker")  
 3 as 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 (C) Price range: \$ \_\_\_\_\_ to \$ \_\_\_\_\_  
 16  Buyer has been  pre-qualified  pre-approved by \_\_\_\_\_  
 17 for (amount and terms, if any) \_\_\_\_\_

18 3. BROKER'S OBLIGATIONS:  
 19 (A) During the term of this Agreement Broker will:  
 20 \* use Broker's professional knowledge and skills;  
 21 \* discuss property requirements and assist Buyer in locating and viewing properties;  
 22 \* account for all money received from Buyer;  
 23 \* assist Buyer in presenting offers to acquire property;  
 24 \* cooperate with real estate licensees working with a seller, if any, to effect a transaction.  
 25 Buyer understands that even if Broker is compensated by a seller or broker who is  
 26 working with a seller, such compensation does not compromise Broker's duties to  
 27 Buyer.  
 28 (B) Other Buyers. Buyer understands that Broker may work with other prospective buyers who  
 29 want to acquire the same property as Buyer. If Broker submits offers made by competing  
 30 buyers, Broker will notify Buyer that a competing offer has been made, but will not disclose  
 31 any of the competing offer's material terms or conditions without the competing offeror's  
 32 written consent. Buyer agrees that Broker may make competing buyers aware of the existence  
 33 of any offer Buyer makes so long as Broker does not reveal any material terms or conditions of  
 34 the offer without Buyer's written consent.  
 35 (C) Service Providers. Broker may provide Buyer with names of providers of products or services.  
 36 Broker does not warrant or guarantee products or services provided by any third party who  
 37 Broker refers or recommends to Buyer in connection with property acquisition.

38 4. BUYER'S OBLIGATIONS: Buyer agrees to cooperate with Broker in accomplishing the objectives of this  
 39 Agreement including, without limitation:  
 40 (A) Working exclusively with Broker during the term of this Agreement;  
 41 (B) Conducting all negotiations and efforts to locate suitable property exclusively through Broker,

42 and referring to Broker all inquiries of any kind from real estate licensees, property owners or  
43 any other source. If Buyer contacts or is contacted by a seller or a real estate licensee who is  
44 working with a seller or views a property unaccompanied by Broker, Buyer will, at first  
45 opportunity, advise the seller or real estate licensee that Buyer is working with and represented  
46 exclusively by Broker;

- 47 (C) Providing Broker with accurate personal and financial information requested by Broker in  
48 connection with ensuring Buyer's ability to acquire and finance the acquisition of property. Buyer  
49 authorizes Broker to run a credit check to verify Buyer's credit information;
- 50 (D) Being available to meet with Broker at reasonable times for consultations and to view properties;
- 51 (E) Indemnifying and holding Broker harmless from and against all losses, damages, costs and  
52 expenses of any kind, including attorney's fees, and from liability to any person or entity that  
53 Broker incurs because of acting on Buyer's behalf;
- 54 (F) Not asking or expecting to restrict the acquisition of a property according to race, color, religion,  
55 sex, handicap, familial status, country of national origin, sexual orientation or gender identity;
- 56 (G) Paying for customary Buyer's closing costs and prepaids, including all loan closing costs; and
- 57 (H) Consulting an appropriate professional for legal, tax, environmental, insurance, inspection and  
58 property condition advice.

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  
61 contracts to acquire real property regardless of the manner in which Buyer was introduced to the property.  
62 Broker shall seek the compensation from a cooperating Broker or from the Seller if there is no listing Broker.  
63 Buyer will be responsible for paying Broker no later than at closing the amount specified below but will be  
64 credited with any amount which Broker receives from a seller or a broker who is working with a seller.

- 65 (A) Purchase: \$ \_\_\_\_\_ or \_\_\_\_\_ % of the total Purchase Price (select only one) plus a  
66 broker transaction fee of \$ \_\_\_\_\_.
- 67 (B) Lease: \$ \_\_\_\_\_ or \_\_\_\_\_ % of the gross lease value (select only one) to be paid  
68 when Buyer enters into the lease. If Buyer enters into a lease-purchase agreement, the amount of  
69 the leasing fee which Broker receives will be credited toward the amount due Broker for the  
70 purchase.
- 71 (C) Option: Broker will be paid \$ \_\_\_\_\_ or \_\_\_\_\_ % of the option amount (select  
72 only one), to be paid when Buyer enters into the option agreement. If Buyer enters into a lease  
73 with option to purchase, Broker will be compensated for both the lease and the option. If Buyer  
74 subsequently exercises the option, the amounts received by Broker for the lease and option will  
75 be credited toward the amount due Broker for the purchase.
- 76 (D) Other: Broker will be compensated for all other types of acquisitions as if such acquisition were  
77 a purchase.
- 78 (E) Buyer Default: Buyer will pay Broker's compensation immediately upon Buyer's default on any  
79 contract to acquire property.
- 80 (F) Buyer will pay Broker's compensation if within 120 days after Termination Date ("protection  
81 period") Buyer contracts to acquire any property which was called to Buyer's attention by Broker  
82 or any other person or found or discovered by Buyer during the term of this Agreement.

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  will not be credited to Buyer if compensation is earned by Broker as specified in this  
86 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 4 hereof.

94 8. ASSIGNMENT; PERSONS BOUND: Broker may assign this Agreement to another broker. This  
95 Agreement will bind and inure to Broker's and Buyer's successors, personal representatives, and assigns.

96 9. AUDIO/VIDEO RECORDING IN A PROPERTY: Buyer should be aware that property owners may utilize  
97 audio and/or video devices to monitor their property. Buyer should not discuss negotiation strategies or other  
98 confidential information within a property. Buyer hereby releases Broker, its agents and employees from any  
99 liability which may result for any recording occurring within a property.

100 10. DISPUTES AND WAIVER OF JURY TRIAL/COSTS AND ATTORNEY'S FEES: All controversies  
101 and claims between Buyer and Broker, directly or indirectly arising out of or relating to this Agreement or the  
102 Property, will be determined by non-jury trial. Buyer and Broker hereby knowingly, voluntarily and  
103 intentionally waive any and all right to a trial by jury in any litigation, action or proceeding involving Buyer or  
104 Broker, whether arising directly or indirectly from this Agreement or the Property or relating thereto. If Buyer  
105 fails to perform any of Buyer's obligations under this Agreement and, if litigation ensues, Buyer agrees to pay  
106 Broker's reasonable attorney's fees and costs.

107 **SINGLE AGENT NOTICE**

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

110 As a single agent, \_\_\_\_\_ (name of brokerage) and its  
111 associates owe to you the following duties:

- 112 1. Dealing honestly and fairly;
- 113 2. Loyalty;
- 114 3. Confidentiality;
- 115 4. Obedience;
- 116 5. Full Disclosure;
- 117 6. Accounting for all funds;
- 118 7. Skill, care, and diligence in the transaction;
- 119 8. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed  
120 the licensee otherwise in writing; and
- 121 9. Disclosing all known facts that materially affect the value of the residential real property and are  
not readily observable.

122 \_\_\_\_\_  
Signature of Buyer Date

123 \_\_\_\_\_  
124 Signature of Buyer Date

125 \_\_\_\_\_  
126 Signature of Buyer Date

127 \_\_\_\_\_  
128 Signature of Buyer Date

129 **CONSENT TO TRANSITION TO TRANSACTION BROKER**

130 FLORIDA LAW ALLOWS REAL ESTATE LICENSEES WHO REPRESENT A BUYER OR SELLER AS  
131 A SINGLE AGENT TO CHANGE FROM SINGLE AGENT RELATIONSHIP TO A TRANSACTION  
132 BROKERAGE RELATIONSHIP IN ORDER FOR THE LICENSEE TO ASSIST BOTH PARTIES IN A  
133 REAL ESTATE TRANSACTION BY PROVIDING A LIMITED FORM OF REPRESENTATION TO BOTH  
134 THE BUYER AND THE SELLER. THIS CHANGE IN RELATIONSHIP CANNOT OCCUR WITHOUT  
135 YOUR PRIOR WRITTEN CONSENT.

136 As a transaction broker, \_\_\_\_\_ (name of brokerage) and  
137 its associates provides to you a limited form of representation that includes the following duties:

- 138 1. Dealing honestly and fairly;
- 139 2. Accounting for all funds;
- 140 3. Using skill, care and diligence in the transaction;
- 141 4. Disclosing all known facts that materially affect the value of residential real property and are not  
142 readily observable to the buyer;
- 143 5. Presenting all offers and counter offers in a timely manner, unless a party has previously directed  
144 the licensee otherwise in writing;
- 145 6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will  
146 prevent disclosure that the seller will accept a price less than the asking or listed price, that the  
147 buyer will pay a price greater than the price submitted in a written offer, of the motivation of any  
148 party for selling or buying property, that a seller or buyer will agree to financing terms other than  
149 those offered, or any other information requested by a party to remain confidential; and
- 150 7. Any additional duties that are entered into by this or by separate agreement.

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

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

157 \_\_\_\_\_  
158 Signature of Buyer Date

159 \_\_\_\_\_  
160 Signature of Buyer Date

161 \_\_\_\_\_  
162 Signature of Buyer Date

163 \_\_\_\_\_  
164 Signature of Buyer Date

165 ADDITIONAL TERMS AND CONDITIONS (IF ANY) :

166 \_\_\_\_\_  
167 \_\_\_\_\_  
168 \_\_\_\_\_  
169 \_\_\_\_\_  
170 \_\_\_\_\_

171 ACKNOWLEDGMENT; MODIFICATIONS: Buyer has read this Agreement and understands its contents.  
172 Buyer has had an opportunity to consult with counsel and other professional advisors of Buyer's choice. Buyer  
173 acknowledges receipt of a signed copy of this Agreement. This Agreement cannot be modified except by  
174 written agreement signed by all parties hereto.

175 Date: \_\_\_\_\_ Buyer: \_\_\_\_\_  
176 Address: \_\_\_\_\_  
177 Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

178 Date: \_\_\_\_\_ Buyer: \_\_\_\_\_  
179 Address: \_\_\_\_\_  
180 Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

181 Date: \_\_\_\_\_ Buyer: \_\_\_\_\_  
182 Address: \_\_\_\_\_  
183 Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

184 Date: \_\_\_\_\_ Buyer: \_\_\_\_\_  
185 Address: \_\_\_\_\_  
186 Phone#: \_\_\_\_\_ Email: \_\_\_\_\_

187 \_\_\_\_\_  
188 Broker Firm Name \_\_\_\_\_  
Broker Firm Phone Number

189 \_\_\_\_\_  
190 Broker Firm Address

191 Date: \_\_\_\_\_  
192 \_\_\_\_\_  
Signature of Licensee

193 \_\_\_\_\_  
194 \_\_\_\_\_  
Printed Name of Licensee