

EXCLUSIVE BUYER AGENCY AGREEMENT
(WITH CONSENT TO DUAL AGENCY)

This exclusive Buyer Agency Agreement is made between (Buyer”) _____ and (“Broker”) _____ . In consideration of the mutual promises set forth below, BUYER and BROKER agree as follows:

1. Exclusive Buyer Agency BUYER grants to BROKER the exclusive right to locate and assist in procuring real property acceptable for purchase/lease by BUYER. BUYER further agrees to refer all potentially acceptable real property to BROKER during the term of the Agreement and agrees to notify all other real estate agents who communicate with BUYER of BROKER’S exclusive agency relationship with BUYER. The final decision whether or not a property is acceptable for purchase shall be solely within the discretion of BUYER.

2. Term of Agency. The term of this Agreement shall be from _____, ____ to _____, _____, unless extended verbally or in writing or terminated by completion of the purpose or by agreement.

3. Broker’s Services/Duties. BROKER agrees to use reasonable efforts to locate real property acceptable to BUYER and to assist BUYER to negotiate terms and conditions of a contract acceptable to BUYER for the acquisition of the real property (the Contract). The Contract may consist of an accepted offer, purchase and sale agreement, option, deed, exchange agreement, lease or similar instrument. BROKER agrees to assist in locating properties, arrange showings, analyze financing alternative, give advice concerning real estate practices and procedures, assist in negotiations, arrange inspections requested by BUYER and coordinate activities throughout the process. BUYER agrees that such services do not constitute a guarantee or warranty concerning any real property. BUYER agrees that BROKER shall have no duty to disclose any matter or condition outside the boundaries of the real property being considered for purchase, including, but not limited to, present conditions and anticipated changes in the neighborhood where the property is located. Broker recommends that an attorney and other professions be hire for such services as BUYER deems appropriate and that BUYER personally investigate particular matters which may be of importance, including, but not limited to, neighborhood composition, the level of crime and the presence of sex offenders. BROKER agrees to preserve confidential information of BUYER, making disclosure of confidential information solely to the extent necessary to establish BUYER’S financial qualifications. BROKER represents that BROKER is duly licensed as a real estate broker by the Commonwealth of Massachusetts.

4. Buyer’s Duties. BUYER agrees to work exclusively with BROKER during the term of this agreement. BUYER agrees to conduct all negotiations with the knowledge and assistance of BROKER. BUYER agrees to cooperate with BROKER by providing relevant personal and financial information and to cooperate in scheduling and attending showings. BUYER agrees to advise BROKER of any interest in purchase or lease of real property about which BUYER was previously advised by any other person. BUYER shall provide any lender’s letter of pre-approval or pre-qualification to BROKER within (7) seven days of receipt. BUYER agrees not to attend any open house without advance notice and approval of BROKER and agrees to advise each listing broker at each open house of BUYER’S agency relationship with BROKER. BUYER represents that BUYER is not subject to any earlier agency agreement with any other broker or any protection period. BUYER understand that this agreement does not relieve BUYER of the duty to exercise due diligence for BUYER’S own protection, including the duty to investigate any information of importance to the BUYER.

5. Broker’s Compensation. BUYER agrees to pay BROKER a Success fee. The parties agree that compensation equal to _____ shall be due BROKER upon successful completion of this Agreement or in the event that, within 180 days following the term of the Agreement, BUYER or any person acting for or with BUYER purchases, leases or otherwise acquires an interest in the real property after becoming aware of the availability of the real property or receiving information about the real property during said term. The parties agree that BROKER shall first seek compensation offered by the listing agent or otherwise from the transaction. If obtained, such amount shall be credited to the amount of the Success Fee. If such

fee cannot be obtained in whole or in part from the transaction, BUYER agrees to pay BROKER the Success Fee, due at the time set for closing.

6.Consent to Dual Agency. The BUYER understands that BROKER also represents seller and that if BROKER shows BUYER a property listed by a seller-client a “dual agency” will be created. may act as a dual agent who represents both prospective buyer and seller with their informed written consent. A dual agent is authorized to assist the buyer and seller in a transaction, but shall be neutral with regard to any conflicting interest of the buyer and seller. Consequently, a dual agent will not have the ability to satisfy fully the duties of loyalty, full disclosure, reasonable care an obedience to lawful instruction, but shall still owe the duty of confidentiality of material information and the duty to account for funds. BUYER understand that material information received from either client that is confidential may not be disclosed by a dual agent, except: (1) if disclosure is expressly authorized; (2) if such disclosure is required by law; (3) if such disclosure is intended to prevent illegal conduct; or (4) if such disclosure is necessary to prosecute a claim against a person represented or to defend a claim against the broker or salesperson. This duty of confidentiality shall continue after termination of the brokerage relationship. By signing the agreement, BUYER authorizes BROKER to act as a dual agent and consents to dual agency. If dual agency occurs in a transaction, a notice of dual agency will be given.

7.Disclosure of Identity/Other Brokers/Other Potential Buyers. Broker is authorized to disclose BUYER’S identity. Broker is authorized to cooperate with an pay compnsation to other brokers in connection with the performance of BROKER’S services. BUYER understands that BROKER may represent other buyers interested in purchasing the same or a similar property. BUYER consents to such representation.

8.Entire Agreement/Governing Law. This agreement is the entire agreement between the parties. It is binding upon the parties’ heirs, successors, and personal representatives. Assignment shall not limit the rights of the BROKER. This agreement shall be governed by the laws of the Commonwealth of Massachusetts. Unless otherwise stated, this Agreement may not be modified, except in writing signed by both parties.

9.OtherProvisions

This document creates binding legal obligations. For legal advice, consult an attorney.

Dated: _____

Buyer or Authorized Representative

BROKER or Authorized Representative

BUYER or Authorized Representative