



EXCLUSIVE BUYER/TENANT REPRESENTATION AGREEMENT

The undersigned, _____ ("Client"), hereby employs _____ ("Firm"),

as Exclusive Representative to secure for Client acceptable properties and assist in negotiating terms and conditions acceptable to Client for the purchase or lease of such properties.

1. This Agreement shall commence this date and terminate at midnight on _____. Client represents that, as of the commencement date of this Agreement, Client is not a party to a buyer/tenant representation agreement with any other person or firm.

2. General requirements and purposes of the properties and transactions sought will be outlined by specifications. In the event Client modifies these specifications, Client will notify Firm in writing of the new requirements and/or purposes. These requirements and purposes are informational only in nature and are not a condition of this contract.

3. Client understands that other prospective purchasers represented by Firm may seek property, submit offers, and contract to purchase property through Firm, including the same or similar property as Client seeks to purchase. Client acknowledges, understands and consents to such representation of other prospective purchasers by Firm.

4. The geographic scope of this Agreement contemplates any properties within: _____

5. In consideration of this exclusive right to represent Client, Firm will pursue diligently the location of acceptable properties and transactions as specified by Client. Any purchase or lease of property by Client during the term of this exclusive right will be subject to the terms of this Agreement.

6. In consideration of the services to be performed by Firm, Client agrees to compensate Firm for each property purchased or leased as follows:

Purchase of:

a) Unimproved Land: _____ percent (____%) of purchase price or _____ percent (____%) if co-brokered, payable at closing.

b) Improved Property: _____ percent (____%) of purchase price or _____ percent (____%) if co-brokered, payable at closing.

Lease of:

a) Unimproved Land: _____ percent (____%) of the gross lease value for the full term of the lease, payable upon lease execution.

b) Improved Property: _____ percent (____%) of the gross lease value for the full term of the lease, payable 50% upon lease execution, 50% upon occupancy of property.

Other: (Retainer Fee, Bonus, Incentives, etc.)

The parties agree that Firm shall first seek the fee from the Listing Agent. If there is no Listing Agent, Firm shall first seek the fee from the Seller/Landlord. Should the fee so obtained be greater than the fee listed above, Firm shall be entitled to retain the difference. Should the fee so obtained be less than the fee listed above, Client shall pay Firm the difference at closing or upon execution of a lease, as applicable.



Fee will be deemed earned when Client is under contract to purchase or lease any property presented by the Firm or found by the Client. This fee will be due and payable at closing or upon execution of a lease, as applicable. If Client defaults in a purchase or lease contract, the total compensation that would have been due Firm had the transaction been consummated will be due and payable immediately in cash from Client. "Client" as used herein is deemed to include, but is not limited to, its successors or assigns, agents, principals, officers, directors, employees or shareholders thereof or any affiliate, alter-ego or commonly controlled entity of the Client. The provisions of paragraph 7 of this Agreement shall be enforceable as regards this subparagraph.

Notice: Client understands and acknowledges that there is the potential for a conflict of interest generated by a percentage of transaction value based fee for representing Client. The amount, format or rate of real estate fees is not fixed by law. Fees are set by each firm individually and may be negotiable.

7. In the event that, during the _____ (____) months following the termination of this Agreement, Client consummates a transaction involving property disclosed to him by Firm or a different property from a party introduced to Client by Firm during the representation period, Client will assure the payment to Firm of the fee provided in paragraph 6 of this Agreement; provided that the names of prospective properties, owners and other agents are delivered to Client by Firm or postmarked within thirty (30) days after the termination of this Agreement. In such event and upon Client's request, Firm will provide negotiation and closing services to Client in connection with such transaction.

8. Firm will act as agent on behalf of Client and will disclose its agency relationship in writing, and Client will cooperate with Firm in executing a written disclosure of agency, in connection with any transaction hereunder. Firm has advised Client of Firm's general company policy regarding cooperation with other agents. Client authorizes Firm to cooperate with and compensate buyer/tenant subagents representing only the Client. Firm shall disclose to Client the identity and role of any buyer/tenant subagent in a transaction.

9. Client has received a copy of the "Working With Real Estate Agents" brochure and has reviewed it with Firm. Client understands that the potential for dual agency will arise if Client becomes interested in viewing a property listed by Firm. Firm may represent more than one party in the same transaction only with the knowledge and informed consent of all parties for whom Firm acts.

(a) Authorization (*initial only ONE*).

_____ Client authorizes the Firm to act as a dual agent, representing both the Client and the seller/landlord, subject to the terms and conditions set forth in this paragraph below.

_____ Client desires exclusive representation at all times during this agreement and does NOT authorize Firm to act in the capacity of dual agent. *If Client does not authorize Firm to act as a dual agent, the remainder of this paragraph shall not apply.*

(b) Disclosure of Information. In the event Firm serves as a dual agent, Client agrees that without permission from the party about whom the information pertains, Firm shall not disclose to the other party the following information:

- (1) that a party may agree to a price, terms, or any conditions of sale or lease other than those offered;
- (2) the motivation of a party for engaging in the transaction, unless disclosure is otherwise required by statute or rule; and
- (3) any information about a party which that party has identified as confidential unless disclosure is otherwise required by statute or rule.

(c) Firm's Role as Dual Agent. If Firm serves as agent for both Client and a seller/landlord in a transaction involving a property, Firm shall make every reasonable effort to represent Client and seller/landlord in a balanced and fair manner. Firm shall also make every reasonable effort to encourage and effect communication and negotiation between Client and seller/landlord. Client understands and acknowledges that:

- (1) Prior to the time dual agency occurs, Firm will act as Client's exclusive agent;
- (2) In its separate representation of Client and seller/landlord, Firm may obtain information which, if disclosed, could harm the bargaining position of the party providing such information to Firm;
- (3) Firm is required by law to disclose to Client and seller/landlord any known or reasonably ascertainable material facts. Client agrees Firm shall not be liable to Client for (i) disclosing material facts required by law to be disclosed, and (ii) refusing or failing to disclose other information the law does not require to be disclosed which could harm or compromise one party's bargaining position but could benefit the other party.

(d) Client's Role. Should Firm become a dual agent, Client understands and acknowledges that:

- (1) Client has the responsibility of making Client's own decisions as to what terms are to be included in any lease or purchase and sale agreement with a seller/landlord client of Firm;
- (2) Client is fully aware of and understands the implications and consequences of Firm's dual agency role as expressed herein to provide balanced and fair representation of Client and seller/landlord and to encourage and effect communication between them rather than as an advocate or exclusive agent or representative;
- (3) Client has determined that the benefits of dual agency outweigh any disadvantages or adverse consequences;
- (4) Client may seek independent legal counsel to assist Client with the negotiation and preparation of a lease or purchase and sale agreement or with any matter relating to the transaction which is the subject matter of a lease or purchase and sale agreement.

Client agrees to indemnify and hold Firm harmless against all claims, damages, losses, expenses or liabilities, other than violations of the North Carolina Real Estate License Law and intentional wrongful acts, arising from Firm's role as a dual agent. Client shall have a duty to protect Client's own interests and should read any lease or purchase and sale agreement carefully to ensure that it accurately sets forth the terms which Client wants included in said agreement.

10. Client will provide Firm, upon request, relevant personal and financial information to assist Firm's efforts to locate property as outlined. Client further agrees to view or consider property of the general nature set forth in this Agreement, to negotiate a transaction in good faith if acceptable to Client, and cooperate fully with Firm, including referring to Firm all inquiries and proposals received regarding potential properties. Upon request, Client will provide Firm with documentation disclosing Firm's exclusive right to represent Client.

11. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives. Client agrees that at any time during the term of this Agreement, Firm may either assign Firm's rights and responsibilities hereunder to another real estate agency, or transfer to another person or entity all or part of the ownership of Firm's real estate agency, and that in the event of any such assignment or transfer, this Agreement shall continue in full force and effect; provided, that any assignee or transferee must be licensed to engage in the business of real estate brokerage in the State of North Carolina. In the event of any such assignment or transfer, Client may terminate this Agreement without cause on thirty (30) days' prior written notice to the assignee or transferee of Client's intent to terminate this Agreement.

THE AGENT SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY TO THE AGREEMENT. FURTHER, REALTORS® HAVE AN ETHICAL DUTY TO CONDUCT SUCH ACTIVITIES WITHOUT RESPECT TO THE SEXUAL ORIENTATION OF ANY PARTY OR PROSPECTIVE PARTY TO THIS AGREEMENT.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

CLIENT:

Individual

_____(SEAL)

Date: _____

_____(SEAL)

Date: _____

FIRM:

(Name of Firm)

By: _____(SEAL)

Name: _____

Individual license #: _____

Date: _____

CLIENT:

Business Entity

(Name of Entity)

By: _____ (SEAL)

Name: _____

Title: _____

Date: _____

Address: _____

Phone: _____

Facsimile: _____

E-mail: _____

FIRM:

Address: _____

Phone: _____

Facsimile: _____

E-mail: _____

SAMPLE