



BUYER BROKERAGE AGREEMENT

In consideration of the fees and conditions stated below, _____ (**Client**) contracts with **Buyer's Edge Company, Inc.** to locate and negotiate acceptable terms for real property suitable for purchase by Client as a Principal Residence or Investment Property in the Washington DC Metropolitan Area.

TERM

This Agreement shall be in effect from _____, 20__ , until _____, 20__ .

SERVICES/PAYMENT

As used in this Agreement, the terms:

"Purchase" shall include any purchase, option, exchange or trade, which Client may enter into.

"Locate" shall be any property for which the Client has been provided with or has obtained address and/or price information. This shall include any property located by Buyer's Edge Co., Inc., the Client personally, or by any other person during the term of this agreement.

Broker will act as Client's agent to:

1. **Use professional knowledge and skills** as well as services of any appropriate cooperating agencies toward the location and presentation of real property, which is available for purchase and suitable for Client's needs as stated above;
2. **Assist Client** through the entire process of property acquisition; and
3. **Negotiate** for and act in the Client's interest in all transactions.

In acceptance of this Agreement, Client will:

1. **Work exclusively with Broker** during the term of this Agreement.
2. **Furnish Broker** with necessary financial and personal information to reasonably establish Client's ability to purchase property.
3. **Pay to Broker a Fee based on one of the following**

Payment Options:

A. A Fee of Two-and-One-Half to Three Percent (2½% to 3%) of the purchase price of any real property of the nature described above purchased by the Client, or by any entity in which Client has an interest, during the term of this Agreement **provided that the property is currently listed by a cooperating Listing Broker** who is offering Buyer's Edge a buyer agency split of between Two and One Half to Three and One Half Percent (2½% to 3%). **OR**

B. A Fee of Three Percent (3%) of the purchase price of any real property of the nature described above purchased by the Client, or by any entity in which Client has an interest, which is not currently listed by another broker or a property in which the Buyer Agency Split offered by a cooperating broker is not within the range of 2½ to 3 percent as covered by 3A.

PAYMENT

The Client shall pay Broker the fee as specified in Paragraph 3 above if at any time during this Agreement or in the Fifteen(15) days following expiration or termination of this Agreement, Client enters into a purchase, exchange or option agreement on any property which Broker or Client has located during the term of this Agreement. Fees as set forth in Paragraph 3 shall be earned, and deemed to be due and payable when a property is located that is owned by a Seller who is ready, willing and able to sell, or otherwise convey an interest in the property upon terms which are acceptable to Client as evidenced by Client entering into a purchase, option, exchange, lease or trade agreement with such Seller. However, upon execution of such contract, The Buyer's Edge agrees to defer the brokerage fee as set forth in Paragraph 3 until the settlement date stated in the contract with Seller. Deferral is agreed to solely as an accommodation to the Buyer and in no way shall be construed as a waiver or release of Client's obligation to pay the brokerage fee.

Buyer Agency Split

Broker is authorized to receive compensation either as a portion of commission offered by the Listing Broker to a Buyer's Broker or paid by the Seller. The amount of said compensation shall be credited against the obligations of Client to Broker. Any excess received from Listing Broker or Seller over Client's obligations herein shall be credited to Client. Any shortage from buyer agency split shall be paid by Client. The amount of any such payment made by the Listing Broker shall be made with the Seller's and Client's prior knowledge and consent and shall in no way affect the obligation of the Broker to act as the sole and exclusive agent and fiduciary of the Client in the transaction.

DISCLAIMER

Client acknowledges that Broker is being retained solely as a Real Estate Agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural or mechanical engineer, certified home inspector, termite inspector, environmental inspector or environmental surveyor (including, but not limited to, inspections for radon, and the presence of lead in the interior and exterior of any structures and in the soil) or other professional service provider. Client is hereby advised to seek separate professional advice for all legal, property condition and tax matters and for all of the items listed above.

If Client is purchasing a single family house, duplex or townhouse, Client can obtain surveys with differing degrees of accuracy. Most commonly these are (a) a current boundary survey of the property, or (b) a house location drawing. Even though it costs more, we recommend that Client choose a boundary survey because it is the most accurate. Client should discuss all survey choices with the settlement attorney.

Additionally, if Client is purchasing a property governed by a condominium or homeowner's association, or a cooperative, or any other type of community association, we recommend that Client promptly and carefully review all of the documents within the time frames set forth in the contract, and engage the services of an attorney if Client desires further review or explanation of those documents.

Broker shall be entitled to show any and all properties to other clients. Buyer's Edge is hereby authorized to provide ministerial acts on behalf of the Seller.

CLIENT INFORMATION

Client name:

Client address:

Client phone:

Client email:

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