



EXCLUSIVE BUYER AGENCY AGREEMENT

The undersigned buyer hereby retains & grants to High Point Real Estate Group and its licensed salesperson (hereinafter referred to as "Agent") the exclusive right to locate real estate (and/or personal) property of the nature & description set forth below & to negotiate for its purchase or acquisition on terms and conditions authorized by or acceptable to the Buyer. Buyer generally desires the following types of property:
(General Description)

or any other property the Buyer agrees to purchase at an estimated price range between \$_____ and \$_____.

Additional terms include:

1. Duration of Agreement: This Agreement commences on _____ and terminates at midnight on _____.

2. Duties of Agent: In consideration for the Buyer's exclusive retention of the Agent and the compensation as set forth herein, the Agent agrees to use due diligence and professional knowledge and skill in locating a property suitable for purchase, lease, or exchange for the Buyer and shall act solely for the Buyer's interest in negotiating the terms and conditions for the purchase, lease or exchange of the property.

3. Compensation of Agent: In consideration of the services to be performed by Agent, Buyer agrees to pay Agent a nonrefundable initiation fee of \$_____ and a minimum total Buyer Brokerage commission of _____% of the sale price. Buyer & Agent agree that the buyer commission may be satisfied by a seller paid and authorized negotiated commission, including a

fee splitting arrangement offered in the MLS. Buyer hereby authorizes the Agent to negotiate the fee on their behalf with the seller and/or the Listing Broker. The fee referred to herein is due and payable upon closing of the transaction subject to the provisions of this Agreement. This compensation shall be payable to Agent whether or not such property is deemed to have been procured by or through the Agent. The fee shall apply to transactions made during the original term of this Agreement or during any extension of such original or extended term, and shall also apply to transactions made within 90 days after this Agency Agreement expires or is terminated if the property acquired by Buyer was submitted in writing to Buyer by Agent during the original term or any extension of the term of this Agreement. Buyer hereby authorizes the closing agent to pay on their behalf to High Point Real Estate Group at closing, any Buyer Brokerage commission due but not paid by the seller.

4. Conflicting Interest: In the event that Agent should have any ownership interest in any real estate or any listing contract with any owner of real estate under consideration by Buyer, Agent shall immediately notify Buyer of such interest or contract, and this Agency Contract shall be void with respect to the consideration, negotiation, and/or acquisition of such property by Buyer. In the event two or more Buyer-principals are interested in the same property, all resulting offers shall be negotiated in the order of date of agency relationship with Agent. This paragraph does not apply to any "sub-agency" that Agent might be construed to have through multiple listing or other relationship with other listing brokers.

5. Disclosure of Buyer's Identity: Agent has Buyer's permission to disclose Buyer's identity to third parties without prior written consent of Buyer.

6. Buyer Information: Buyer agrees to furnish Agent sufficient personal & financial information reasonably necessary to evidence Buyer's ability to purchase real property within price ranges & in geographic locations desired by Buyer. Buyer further agrees to be available during reasonable periods of time for examination of properties presented by Agent.

7. Modification of this Agreement: No modification of the terms of this Agency Agreement shall be valid, binding, or enforceable unless such modification has first been reduced to writing & signed by the parties.

8. Hold Agent Harmless: Buyer shall hold Agent harmless from any obligations, costs, claims, judgments, liabilities, & attorney fees arising from or growing out of services rendered to Buyer pursuant to the terms of this Agreement or in any way connected with the rendering of said services, except when the same shall arise due to the misconduct of Agent. Agent will not be responsible to Buyer or anyone who may claim any right due to

Agent's relationship with Buyer, for any acts or omissions in the performance of said services on the part of the Agent or employees of Agent, except when said acts or omissions of the Agent are due to Agent's misconduct.

9. Buyer Disclosure: Buyer represents that they have not entered into any other exclusive buyer agency contracts or arrangements that would be in conflict with this agreement. Buyer is aware that this is a legal and binding agreement requiring performance. If buyer has any questions or concerns, buyer should seek legal counsel before signing.

10. Entire Agreement: This Agency Agreement represents the entire agreement between the parties & any prior agreements between the parties, whether oral or written, have been merged & integrated into this Agreement.

11. Fair Housing: It is illegal, pursuant to the Ohio fair housing law, Division (H) of Section 4112.02 of the revised code & the federal housing law, 42 U.S.C.A. 3601 to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to do so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

12. THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, SEEK LEGAL COUNSEL.

Buyer _____
Email Address _____
Address _____
Phone _____ Date _____

Buyer _____
Email Address _____
Address _____
Phone _____ Date _____

Agent _____
Email Address _____
Phone _____ Date _____