EXCLUSIVE RIGHT TO REPRESENT BUYER AGREEMENT

(Connecticut law requires that the real estate broker furnish you with a written agreement should you wish to be represented.)

I. Exclusive Right Appointment. Buyer(s) _____ appoints **Pro Property Management** (Broker) as Buyer's exclusive real estate Broker to assist Buyer(s) to locate and purchase or exchange real property acceptable to Buyer(s) and generally described as:

_____

(hereinafter the "Property" or "Geographical Area"). Buyer(s) does not retain the right to locate and purchase or exchange any property themselves without obligation to compensate Broker or its agent(s).

II. Term of Agreement. This Agreement is in effect from _____through 11:59 p.m. on _____ (expiration date) unless the Buyer client is represented by Broker in a pending transaction with a valid purchase agreement, then this representation agreement will automatically extend through the closing and settlement date of that pending transaction.

III. Buyer(s) Certification: _____ [Initials] Buyer(s) certifies that Buyer(s) has not signed and agrees to not sign an Exclusive Right to Represent Buyer or Exclusive Agency Right to Represent Buyer with any other brokerage firm covering the same time period, the same Property and/or the same Geographical Area as stated above. Buyer understands multiple agreements can result in financial obligations to two brokerage firms and, should this certification not be accurate, Buyer(s) agrees to pay Broker as required under this Agreement.

IV. Fees. NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMPENSATION IS NOT FIXED BY LAW. IT IS SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN YOU AND THE BROKER. There is no customary or industry standard real estate broker fee or compensation.

A. In consideration of Broker's services to be provided, as listed in Section V "Broker Agrees" below, Buyer(s) agrees to pay Broker a Professional Service Fee calculated as follows:

1. If Buyer(s) is purchasing real estate, Broker's Professional Service Fee shall be calculated as follows: $_____ or _____% of the purchase price of the Property purchased by Buyer(s), or of the value of Property the Buyer(s) obtained in an exchange. Buyer will pay Broker a non-refundable retainer fee of $**0.00** due and payable upon execution of this contract, to be applied to any Professional Service Fee Broker earns under this contract.
2. Broker earns the Professional Service Fee if Buyer(s) (a) enters into a contract for the purchase or exchange of real property during the term of this Agreement and all material conditions have been met or are subsequently met regardless of how Buyer(s) learns about the Property; or (b) Buyer(s) obtains title to real property regardless of how Buyer(s) was introduced to or selected said property during the term of this Agreement; or (c) Buyer(s) makes an offer for purchase or exchange, enters into a contract for the purchase or exchange, or obtains title to any property Broker has introduced to Buyer(s), within **One Hundred Twe** (**120**) days after the expiration of this Agreement, provided, however, that no fee will be due and payable if Buyer(s) signs an Exclusive Agreement with another real estate broker after the expiration of this Agreement.
3. Buyer(s) authorizes Broker to seek compensation from the seller or listing agency. Buyer(s) will pay all or any part of the Professional Services Fee not paid by the seller or the listing agency.
4. Broker may not receive compensation from any source that exceeds the amount or rate agreed to herein.
5. _____(Other)

B. The Professional Service Fee shall be due and paid in full no later than the date on which title to the real property transfers to Buyer(s). If the Professional Service Fee is an hourly fee, it shall be payable within 30 days of Broker(s) invoice.

V. Broker Agrees:

A. To not disclose information Buyer(s) provides Broker concerning Buyer's assets, liabilities, income and expenses or motivations to buy and previous offers made, and to only disclose when Buyer(s) gives permission for disclosure or when mandated by law.
B. To provide Buyer(s) with the benefit of our advice and experience.
C. To make a diligent effort to find the Property described above regardless of the amount of compensation the Buyer Broker may receive from the Seller.
D. To negotiate on Buyer's behalf for terms and conditions agreeable to Buyer(s).
E. To assist Buyer and represent Buyer's interest throughout the transaction.
F. To be a fiduciary to Buyer unless certain fiduciary duties are otherwise limited in a written dual agency consent agreement.

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VI. Buyer(s) Agrees:

A. To cooperate with Broker and be reasonably available to examine real property.
B. Upon request, Buyer(s) will give Broker financial and personal information regarding Buyer's purchase abilities and needs.
C. Buyer(s) understands that Broker is providing real estate services and any names of attorneys, contractors, home inspectors and other professionals have been furnished as a convenience to Buyer(s) and are not an endorsement, or guaranty of those professionals or their work product. Buyer(s) is not required to utilize the services of any of these companies or individuals.
D. To order any tests, inspections, and investigations related to the Property purchase as Buyer(s) deems necessary to determine the suitability of the Property for Buyer's purchase and identify or verify facts important to Buyer's buying decision.
E. Buyer(s) acknowledges that Buyer(s) may be recorded on audio and/or video surveillance or otherwise transmitted and/or recorded by means of electronic devices anywhere in, around, at or on the Property, inside or outside. Buyer(s) consents to any such audio and/or video surveillance, recording or transmission. [ ] Initials
F. To authorize Broker to disclose Buyer's identity to third parties related to the transaction.
G. **Questions or requests for information concerning the legal title to property, the residence of convicted persons, tax considerations, wood destroying pests, environmental conditions, properties where shooting sports are conducted, property and building inspections, engineering, or the uses or planned uses of neighboring properties should be referred to Buyer(s) attorney, tax advisor, building inspector or appropriate governmental agency.**

VII. Other Terms and Conditions.

A. Buyer(s) understands and agrees that Broker may also become a seller's agent for the Property. In that event, Broker would become a dual agent, representing both Buyer(s) and Seller(s). Broker shall present Buyer(s) with all disclosures required by law, including but not limited to a Dual Agency Consent Agreement for Buyer's review and signature.
B. Buyer(s) understands that Broker represents other buyers who may also be interested in purchasing the same Property as Buyer(s).
C. Buyer(s) agrees to pay any costs and attorneys' fees Broker incurs to collect any monies due Broker under this Agreement.
D. This Agreement may only be modified, amended, waived, or discharged by a written agreement signed by all parties.

VIII. Statements Required by Law.

- **This Agreement is subject to the Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions (Connecticut General Statutes Title 46a, Chapter 814c). Federal and state laws prohibit discrimination.**
- THE REAL ESTATE BROKER MAY BE ENTITLED TO CERTAIN LIEN RIGHTS PURSUANT TO SECTION 20-325a OF THE CONNECTICUT GENERAL STATUTES.

IX. Electronic Signatures: Broker and Buyer(s) may use electronic signatures to execute and change agreements.

X. Heirs, Successors and Assigns: Both Buyer(s) and Broker agree that this Agreement will continue to bind heirs, successors and assigns of both. In the event the Broker ceases the practice of real estate brokerage, whether through sale or otherwise, Broker or Broker's heirs, successors or assigns may assign this Agreement to another brokerage unless Buyer(s) submits a written request to terminate this Agreement within ten (10) calendar days of the date of written notice of such assignment.

XI. This Contract is binding and legal. Buyer acknowledges receipt of a copy of this Agreement. Buyer(s) and Broker acknowledge, agree, and understand that although this form has been made available by the Connecticut Association of REALTORS®, Inc., the Association assumes no responsibility for its content and is not a party to this Agreement.

BUYER DATE	**Pro Property Management** BROKER/AGENCY NAME
BUYER DATE	**82 North Street** STREET
ADDRESS	**Danbury CT 06810** CITY/STATE/ZIP
CITY/STATE/ZIP	AUTHORIZED REPRESENTATIVE DATE
BUYER E-MAIL ADDRESS	**info@yourpropm.com** E-MAIL ADDRESS
BUYER E-MAIL ADDRESS	

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