

BUYER AGENCY AGREEMENT

The purpose of this form is to allow the undersigned Buyer(s) to select the representation desired.

\_\_\_\_\_As CUSTOMER(S), I/We do not choose to be represented in this transaction.

\_\_\_\_\_As Clients(S), I/We do choose to be represented and hereby appoint Johnson & Associates Realty Inc (J&A) as my/our exclusive agent to locate property as described below or other property acceptable to Client(s) and to negotiate the terms and conditions acceptable to Client(s) for purchase, exchange, lease or option to buy.

IF BUYER CHOOSES TO BE REPRESENTED AS A CLIENT – THE FOLLOWING SHALL APPLY:

1. PROPERTY DESIRED: \_\_\_ Residential \_\_\_ Commercial \_\_\_ Other
2. TIME OF COMMENCEMENT & DURATION OF AGENCY: Broker’s authority as Buyer(s) exclusive agent shall begin on \_\_\_\_\_, \_\_\_\_\_ and shall continue until \_\_\_\_\_, \_\_\_\_\_ or by completion of the purpose(s) of agency as set forth in this agreement.
3. CONDITION OF PROPERTY & NECESSITY OF INSPECTION: Client(s) acknowledges and agrees that:
  - a. In Locating properties for Clients(s), J&A may rely on statements or representations of others, that any given property may not satisfy all the requirements expressed by the Client(s) and that J&A makes no representations whatsoever regarding the condition of the property or its suitability for Client(s) intended purpose(s), and
  - b. J&A and its agents lack the expertise to determine the condition of the property and, therefore, Buyer(s) will not rely on any statements or omissions made by J&A or its agents regarding the condition of the property, and
  - c. Client(s), and not J&A, has the responsibility to determine and/or verify, either personally or through, or with, a licensed contractor or other representative(s) of Client(s) choosing, any and all condition fo the property material to Client(s) decision to buy the property, and
  - d. Client(s) is aware that professional inspection services and/or contractors may be engaged for this purpose and that J&A and its agents strongly suggest and recommend the use of such professionals.
4. LIMITED DUAL AGENCY – J&A LISTED PROPERTY: Client(s) acknowledges that J&A is the agent of the Owner of any property listed with J&A and that, unless the Owner of such J&A listed property consents to same, J&A may not also act as Buyer(s) agent with respect to such J&A listed property. With respect to such property, Client(s) and J&A agree as follows:
  - a. Client(s) \_\_\_does \_\_\_does not desire to be shown J&A listed properties that otherwise meet the Client(s) requirements as set forth in this Buyer Agency Agreement
  - b. If Client(s) desires to see J&A listed properties, the Client(s) agrees to Limited Fual Agency and understands and agrees that:
    - i. When Seller(s) and Buyer(s) are both Clients of J&A, Certain differences or conflicts of interest may arise. In these situations, Buyer(s) agree that J&A shall represent Seller(s) and Buyer(s)

equally in a *Limited Consensual Dual Agency* capacity in accordance with the terms set forth in the Consent to Limited Dual Agency Addendum to Purchase Agreement, and

- ii. J&A may be showing other prospective buyers that same properties for sale, and that other buyers may be competing for the same property. In those cases, the agent will not disclose to either party the terms of the other party's offer.
5. **Broker Compensation:** Client(s) agrees to pay J&A, as compensation for locating property acceptable to Client(s) and/or negotiating purchase, exchange, lease or option to buy of said property a fee no less than that being offered a cooperating selling broker under the existing listing agreement. In the case of an unlisted property, the fee paid by the Client(s) shall be the commission normally charged by J&A for this particular type property. The Client(s) agree that in the event the Owner is offering a fee under an existing listing agreement and Broker is entitled to, and receives, a fee, that fee shall be credited against the obligation fo the Client(s) under this agreement. If Client(s) acquires property shown by Client(s) agent during the period of this agreement or within 180 days after cancellation or expiration of this agreement, the Client(s) shall be obligated to pay J&A the fee described herein.
  6. **NONDISCRIMINATION:** It is illegal to discriminate in the sale or lease of real estate because of age, race, color, religion, handicap, marital status, familial status, sex, or national origin.

THIS AGREEMENT IS INTENDED TO BE THE LEGAL AND BINDING CONTRACT OF ALL PARTIES AND MAY AFFECT YOUR LEGAL RIGHTS. IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE. SIGNATURES ON THIS AGREEMENT MAY BE OBTAINED ON FACSIMILE COPIES FOR THE PURPOSE ON CONTRACTUAL AGREEMENT; THEREFORE, SUCH FACSIMILE SIGNATURES SHALL BE DEEMED LEGAL AND BINDING.

\_\_\_\_\_  
BUYER (PRINT) \_\_\_\_\_ DATE

\_\_\_\_\_  
BUYER (PRINT) \_\_\_\_\_ DATE

JOHNSON & ASSOCIATES REALTY, INC

BY: \_\_\_\_\_  
AGENT DATE