



EXCLUSIVE BUYER AGENCY AGREEMENT

This agreement is made and entered into by and between the undersigned buyer(s) (“BUYER”) _____ and (“BROKER”) as BUYERS Exclusive Agent (“AGENT”) Buyer is desirous of purchasing, leasing or otherwise acquiring certain real property, and BUYER is desirous of engaging AGENT to act on the BUYER’S behalf in purchasing, leasing, exchanging or otherwise acquiring certain real property, and AGENT is willing to help identify properties, negotiate on behalf of BUYER, represent and act on behalf of BUYER on the purchase, lease, exchange, or other acquisition of real property. THEREFORE, for and in consideration of the compensation herein set out, the parties agree as follows:

1. **TERM OF AGENCY:** Buyer engages BROKER and grants to AGENT the exclusive right and authority to negotiate for the purchase, lease, exchange or other acquisition of real property identified during the term of the AGREEMENT, which shall begin on _____ and shall continue until midnight on _____.
2. **BROKER’S ROLE:** At all times, BROKER shall be governed ultimately by the Ohio Real Estate Licensing Law, the regulations of the Ohio Real Estate Commission, and all other laws applicable to Real Estate Brokers and Salespersons.

AGENT agrees to provide the services listed in A through E:

- A. Meet with BUYER to discuss objectives, requirements, time schedule, financial capability, strategies & other factors.
- B. Assist BUYER with locating and showing available property suitable for purchase by BUYER.
- C. Assist BUYER with information concerning financing alternatives.
- D. Assist BUYER with information of a material nature, relative to desired properties.
- E. Assist BUYER in the process of identifying, negotiating, contracting, closing and transfer and possession of property.

3. **BUYER’S ROLE:** Buyer acknowledges and agrees that the purchase of real property encompasses many professional disciplines and, while AGENT possesses considerable general knowledge, AGENT is not expert in matters of law, tax, financing, surveying, structural conditions, hazardous materials, engineering, etc. Buyer acknowledges that he and/or she has been advised by AGENT to seek professional expert assistance and advice in these and other areas of professional expertise. In the event that AGENT provides to BUYER names or sources for such advice and assistance, BUYER acknowledges and agrees that AGENT does not warrant or guarantee the services and/or products.

BUYER agrees to:

- A. Work exclusively with the AGENT to locate properties and submit offers to purchase during the term of this AGREEMENT.
- B. Provide the AGENT with reliable information (including financial information and written authorization to obtain verification of funds) that AGENT deems necessary for the performance of this AGREEMENT.
- C. Make himself and/or herself available to meet with AGENT at reasonable hours to see properties in order that AGENT will be able to perform the covenants of this AGREEMENT.
- D. Hold AGENT harmless from liability (including reasonable attorney fees) resulting from incomplete inaccurate information provided to AGENT by BUYER or any SELLER.
- E. Indemnify AGENT against all claims, damages, losses, expenses or liability arising from the handling of earnest money by anyone other than BROKER or AGENT.
- F. Provide to AGENT the general nature, location, requirements, price range and other terms and conditions relating to desired property.
- G. Refer to AGENT all inquiries received in any form from any other Real Estate Brokers, Salespersons, prospective SELLERS, or any other source during the time this Agency AGREEMENT is in effect, including notifying any other agent which BUYER comes in contact with that they are being represented exclusively by the above BROKER and AGENT.

4. **AUTHORIZATION:** BUYER hereby authorizes AGENT to negotiate with SELLER of property or persons working on behalf of said SELLER; to disclose to SELLER the BUYER’s ability to purchase said property; and to negotiate for the payment of BROKER’S fees by SELLER of the property.

5. **FAIR HOUSING:** “It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Ohio Revised Code and the Federal Fair Housing Law, 42 U.S.C.A., Section 3601, as amended, 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 to make unavailable house 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 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.

6. **COMPENSATION TO BROKER: Broker commissions are not set by law and are fully negotiable.**

- A. **Retainer Fee:** Buyer agrees to pay, and AGENT acknowledges receipt of a retainer fee of \$_____ as compensation for initial professional counseling, consultations and research. Said fee is non-refundable but ___ shall be credited ___ shall not be credited against any compensation to BROKER due and payable.

- B. Performance Fee:** BUYER further agrees that an additional fee of \$4,850 (minimum) or 3% of the purchase price, whichever is greater, gross aggregate lease value or exchange price will be due and payable at closing for any real property purchased, leased, exchanged or otherwise acquired by BUYER during the term of this AGREEMENT. The above does not include the Epique Realty additional compliance fee of \$595. BUYER may pay the Performance Fee in any combination of the following:
1. Cash at the closing of the aforementioned real property.
 2. By directing AGENT to accept a sub-assignment of a co-operative fee offered by SELLER, Listing Broker, or any other source; provided any shortfall between the offered co-operative fee and the contact Performance Fee will be paid in cash by BUYER at time of closing.
- C.** The payment of any commission by SELLER from the sale proceeds shall not make BUYER'S AGENT the agent of SELLER unless otherwise consented to by both parties to the transaction.
- D.** BUYER agrees to pay BROKER the applicable fee set forth in this section of BUYER or any other person or entity acting for the BUYER or on BUYER's behalf purchases, leases, exchanges or otherwise acquires certain real property subject to this AGREEMENT. If the Contract to Purchase between BUYER and SELLER fails to close because of any fault on the part of BUYER, with the exception of Contract to Purchase contingencies, compensation of BROKER will not be waived but will be due and payable immediately. Further, in the event that during a ninety (90) day period following the termination of the AGREEMENT, BUYER purchases, leases, exchanges or otherwise acquires any property identified to BUYER during the term of this AGREEMENT then BUYER shall pay BROKER the fees stated in this section.
- E.** Any commission not paid when due shall bear interest at the rate of 8% per month, plus Broker's costs and reasonable attorney's fees, when permitted by law.
7. **AGENCY:** In an in-company transaction where the BUYER and SELLER are both represented as Clients of AGENT, the following applies: If only one AGENT is involved in the transaction, that AGENT represents both the BUYER and the SELLER. The AGENT and the BROKER are Qualified Dual Agents and cannot and will not disclose confidential information to either Client. If two AGENTS are involved in the transaction, you and the other party will be represented by the AGENT with whom you have each entered into an agency relationship through BROKER. Each AGENT will represent the sole interest of his/her designated Clients for service but cannot and will not share confidential information with each other or with you or the other party. The BROKER in these circumstances is a Qualified Dual Agent and cannot and will not disclose confidential information to either you or the other party. BROKER may require releases from other agency duties as the circumstances may dictate. (Refer to the Agency Disclosure Statement for details regarding Dual Agency). BROKER reserves the right to modify, clarify, supplement or replace this agency policy at any time.
8. **OTHER POTENTIAL BUYERS:** BUYER understands that other potential BUYERS may consider, make offers on, Purchase, lease, exchange, or otherwise acquire through AGENT the same or similar properties as BUYER is seeking to acquire. BUYER consents to AGENT representation of such other potential BUYERS before, during and after the expiration of this AGREEMENT.
9. **AGENT** shall exercise best efforts to show BUYER all properties in the market served by the Agent that meets BUYER's request and specifications as are listed in the MLS or otherwise known to the AGENT or are brought to the AGENT's attention by the BUYER. Agent shall have no obligation to show any property that AGENT and/or BUYER is refused access and AGENT shall not be obligated to waive, limit or reduce the compensation or sources of compensation specified in this AGREEMENT as a condition of access. Agent shall be under no obligation to search out or find properties that are not listed in the local MLS and Agent makes no guarantee that BUYER will be shown all properties of possible interest to BUYER in the market served by the AGENT. AGENT makes absolutely no guarantee or warranties regarding lowest or best price.
10. **CONSUMER GUIDE TO AGENCY RELATIONSHIPS:** Buyer has received, read, and understands the information contained in the "Consumer Guide to Agency Relationships."
11. **MEGAN'S LAW:** You can obtain information from the sheriff's office regarding information pursuant to Ohio's sex offender notification law. It is recommended that you obtain information from the sheriff's office regarding registered sex offenders in the area you are considering to live. The Buyer acknowledges that any information disclosed by the seller may no longer be accurate and agrees to assume full responsibility for contacting the local sheriff's office for additional information prior to making an offer. Buyer agrees Buyer will rely only on Buyer's own inquiry with the local sheriff's office as to registered sex offenders in the area and will not rely on the seller or any real estate Brokers or agents.
12. **ENTIRE AGREEMENT:** The AGREEMENT constitutes the entire AGREEMENT between the parties. No modification of this AGREEMENT shall be binding unless signed by all parties. No representation or inducement not included in this AGREEMENT shall be binding upon any party hereto. This AGREEMENT shall not be transferred or assigned without the consent of all parties, and any assignee shall fulfill the terms and conditions of this AGREEMENT and shall pass to the benefit of and be binding upon the parties hereto, their heirs, successors, administrators, executors, personal representatives, and assigns.
13. **BUYER ACKNOWLEDGMENT:** BUYERS signing this AGREEMENT shall be jointly and severally liable. BUYER acknowledges that he and/or she has read this AGREEMENT and the information contained therein is true and accurate to the best of BUYER's knowledge and that BUYER received a copy of this AGREEMENT in its completed form. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT, IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY.

BUYER(s):

Epique Realty Agent: **Tabatha Whewell**
LIC#2003018978
Licensed since 2003
(216) 978-7933 Call & Text
Tab@NEOhioRealty.com

AMENDMENT TO EXCLUSIVE BUYER AGENCY AGREEMENT

I/we, _____ have entered into an Agreement for Broker/Buyer Agent Services with Tabatha Whewell and Epoque Realty.

Initials/Initials

I/we wish to view ALL properties that meet my needs and criteria. While I understand that my agent will seek compensation from the Seller, I am able to pay my agent's fees in the event the Seller does not cover all.

I/we give my permission to share pages 2 and 3 of this Agreement with the Listing Agent for purposes of negotiation with the Seller.

I/we do NOT give my permission to share pages 2 and 3 of this Agreement with the Listing Agent.

I/we wish to only view properties that offer _____% or better and request the Listing Agent provide this information to my Agent via her request prior to my viewing of the property.

BUYER(s):

Epoque Realty Agent:

Tabatha Whewell
LIC#2003018978
Licensed since 2003
(216) 978-7933 Call & Text
Tab@NEOhioRealty.com