

**EXCLUSIVE BUYER AGENCY AGREEMENT**  
**New Hampshire Association of REALTORS® Standard Form**



- The undersigned **BUYER** (including personal representatives, administrators and assigns), Bob Buyer ("BUYER"), hereby appoints ABC Real Estate ("AGENCY"), on this date, 1/1/06 as Buyer's Exclusive Agent for the purpose of assisting BUYER in purchases, options, exchanges, leases or trades of property generally described as:  
DESCRIPTION (GENERAL FEATURES DESIRED): 3BR/2BA Cape with 2 car garage in Concord, NH area  
LOCATION: \_\_\_\_\_  
Said purchase, lease or exchange of property should be in the price range of \$ up to \$250,000.
- EFFECT OF EXCLUSIVE BUYER AGENCY AGREEMENT.** By appointing AGENCY as BUYER'S exclusive agent, BUYER agrees to conduct all business and negotiations for property through AGENCY, and to refer to AGENCY all inquiries received from real estate brokers, salespersons, prospective sellers, lessors, or any other source during the time this Agreement is in effect. BUYER agrees to pay AGENCY a fee for professional services in the amount of \$ N/A or N/A % of the purchase price if BUYER or any person or entity acting on BUYER'S behalf purchases, options, exchanges, leases or trades any property, through the efforts of anyone including BUYER, where an agreement was entered into during the term of this Agreement. BUYER will also pay the fee to AGENCY if BUYER or any other person or entity acting on BUYER'S behalf purchases any property where 1) an agreement to purchase the property was entered into within 6 months after the expiration or rescission of this Agreement or any extensions or renewal thereof and, 2) BUYER was introduced to the property by AGENCY unless BUYER has entered into an Exclusive Buyer Agency Agreement with another licensed broker. If seller's agent is authorized to disburse a portion of the commission to AGENCY, that portion shall be credited against BUYER'S obligation to compensate AGENCY. BUYER shall be obligated to pay any difference between the amount due and the amount paid by the seller and/or seller's agent. BUYER understands and agrees that the commission payable by BUYER to AGENCY under this Agreement shall be deemed earned by AGENCY and payable upon BUYER'S purchase, option, exchange, lease or trade of real estate whether or not AGENCY was involved in the transaction. AGENCY'S fee shall be disbursed at closing by the settlement agent.
- THIS AGREEMENT SHALL BE IN EFFECT FROM** January 1, 2006 through July 1, 2006. Upon full execution of a contract for sale and purchase of the property, all rights and obligations of this Agreement will extend through the date of closing as specified in the Purchase and Sales Agreement and Deposit Receipt. Upon signing this Agreement, BUYER shall pay \$ N/A to retain AGENCY'S services during this period. This retainer is nonrefundable and is earned when paid. In the event of a transaction by BUYER under the terms of this Agreement, the retainer fee will be applied as a credit against the total earned commission due AGENCY.
- BUYER'S OBLIGATION.** BUYER will cooperate with AGENCY by providing all information necessary to evaluate BUYER'S needs and qualifications, including personal financial information, cooperation in scheduling appointments for showings, and by notifying other licensees at first contact that BUYER is being exclusively represented by AGENCY.
- AGENCY'S REPRESENTATION AND SERVICE.** AGENCY will utilize professional knowledge to make a good faith effort to locate available real property as described by BUYER in the property description above. AGENCY will assist BUYER throughout the transaction and will act at all times in BUYER'S interest. At time of initial contact, AGENCY shall inform all prospective sellers and their agents with whom AGENCY has contact in connection with this Agreement that AGENCY is acting on behalf of a Buyer-principal. (As required by Rea 701.01(b) of the NH Real Estate Commission Regulations).
- AGENCY'S ROLE.** BUYER acknowledges that AGENCY is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector or other professional service provider. BUYER has been advised to seek professional advice concerning the condition of the property and legal and tax matters. It is understood and agreed by BUYER that AGENCY may provide names of service providers or products as one of a number of choices available to BUYER. AGENCY shall not be liable for any action, inaction, failure, negligence, error or omission of a service provider or product.
- DISCLOSED DUAL AGENCY.** BUYER acknowledges that real estate agents may represent both the buyer and seller in a transaction but only with the knowledge and written consent of both the buyer and seller. If the agent obtains written consent to represent both BUYER and the seller, there is a limitation on agent's ability to represent either party fully and exclusively. Information obtained within the confidentiality and trust of the fiduciary relationship with one party must NOT be disclosed to the other party without prior written consent of the party to whom the information pertains.

BUYER(S) INITIALS \_\_\_\_\_ / \_\_\_\_\_

AGENCY \_\_\_\_\_ / \_\_\_\_\_

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**8. OTHER BUYERS.** Other potential buyers may be interested in the same properties as **BUYER**; it is agreed that **AGENCY** may represent those buyers whether such representation may arise prior to, during, or after the end of this Agreement. In such a situation **AGENCY** will not disclose to either buyer the terms of the other's offer.

**9. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and any prior agreements, whether oral or written, have been merged and integrated into this Agreement.

**10. ADDITIONAL PROVISIONS**

\*Buyer Agency accepts the MLS split as compensation. There are no fees to the buyer for this representation.

**THIS SERVICE IS OFFERED PURSUANT TO FAIR HOUSING REGULATIONS, WITHOUT RESPECT TO RACE, COLOR, RELIGION, SEX, MENTAL AND OR PHYSICAL DISABILITY, FAMILIAL STATUS, SEXUAL ORIENTATION, OR NATIONAL ORIGIN. (I) (WE) HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.**

BUYER	Bob Buyer	DATE	BUYER	Betty Buyer	DATE
ADDRESS			ADDRESS		
CITY / STATE / ZIP			CITY / STATE / ZIP		
AGENCY	ABC Real Estate	BY	TITLE	DATE	
ADDRESS			CITY / STATE / ZIP		