

Keller Williams Realty The Marketplace
EXCLUSIVE BUYER AGENCY AND REPRESENTATION CONTRACT

_____, Nevada
(City or County Name)

_____, 20 ____
(Date)

Buyer(s): _____

appoint Keller Williams Realty The Marketplace and its Agent, _____,
as Buyer's Exclusive Agent for the purpose of assisting Buyer to acquire interest in real property,
by way of purchase, exchange, option, or lease.

1. **Effect of Exclusive Buyer Agency Contract.** By appointing Broker as Buyer's Exclusive Agent, Buyer agrees to conduct all negotiations for any property purchase or other potential interest through Broker, and to refer to Broker any and all inquiries received from real estate brokers, salespersons, prospective sellers or any other source regarding Buyer's proposed purchase of property during the time this Contract is in effect. Buyer agrees that any broker compensation, which is conditioned upon the acquisition by the Buyer, of any interest in real property, whether by lease or purchase (collectively purchased) will be earned by Broker whenever such interest is acquired by Buyer directly or indirectly, without any discount or allowance for any effort made by Buyer or any other person in connection with the acquisition of such property interests by Buyer.

2. **Property.** The property shall substantially meet the following requirements or be otherwise acceptable to the Buyer.

Price Range: \$ _____ to \$ _____ or other acceptable price.

3. **Duration of Agency.** Broker's authority as Buyer's Agent shall begin on _____, 200__ and shall continue until _____, 200__ or completion of the acquisition of the property. The acquisition of the property shall be construed to be on the date of an offer on a property, despite the possibility that the offer is not accepted until a later time or the escrow is not closed until a later time, or that the offer may not be in its original form due to counter offers and/or renegotiations.

4. **Broker's Representations and Services.** Broker will use reasonable efforts to locate property, to procure acceptance of any offer to purchase property and to assist in completion of the transaction. Broker shall make submissions to Buyer describing and identifying property appearing to substantially meet the criteria set forth in section 2 "Property".

5. **Costs of Services or Products from Outside Sources.** Broker will not obtain or order products or services from outside sources unless Buyer has agreed to pay for them when payment is due, including but not limited to Title Reports, Property Inspections, Property Surveys, Soil Conditions Testing, Environmental or Pest Control Inspections.

6. **Compensation of Broker.** In consideration of the services to be performed, Buyer shall pay Broker as follows:

The amount of compensation shall be _____ % of the selling price of the property or the set amount of \$ _____. The Broker is entitled to the fee upon the purchase of any property by the Buyer during the term of this Contract, including transactions that are closed after the termination of this Contract but where negotiations began before the termination of this Contract. The fee is payable upon the closing of escrow. Should Buyer or seller elect to employ other professionals and/or brokers during negotiations, those parties fees shall be separate from Broker's as stated herein and negotiated with those individuals.

7. **Offset Provision.** In the event that there is a compensation offered to the Broker by any other party to the transaction including seller, builder or developer, there shall be an offset in the amount due from the Buyer to the Broker equal to the amount paid by the other party to the transaction. In the event a bonus and/or an amount in excess of Buyer's obligation are paid, Broker shall be entitled to said excess. Buyer is aware that, if there is no compensation available to the Broker from any other party to the transaction, that the entire fee to the Broker is due upon closing and thus may reduce available funds of the Buyer for down payment or closing cost needs.
8. **Failure to Close.** If a seller fails to close with no fault on the part of Buyer, the fees outlined in section 6 "Compensation of Broker" shall be waived. If failure to close is due to the Buyer's action or inaction, the fee outlined in section 6 shall not be waived and is due and payable immediately.
9. **Disclosure of Broker's Role.** At the time of the initial contact, the Broker shall inform all prospective sellers or their agents that Broker is the agent of the Buyer.
10. **Disclosure of Buyer's Identity.** Broker does have the Buyer's permission to disclose the Buyer's identity to third parties without the prior written consent of the Buyer, unless Buyer requests otherwise in section 18 "Other Terms and Conditions".
11. **Other Buyers.** Broker herein agrees to work exclusively with Buyer(s) named below in the pursuit of various properties that suit Buyer's needs and criteria. Buyer authorizes Broker to show or present the same property to other prospective buyers and clients if Buyer does not initiate any negotiations on a particular property within one day of initial introduction to the potential property.
12. **Dual Agency.** Buyer understands that in the event Buyer should purchase one of Agent's personal or team listings, that Agent may, in some instances, be considered to be the Agent of both the Buyer and Seller. The Buyer will be provided a separate agency disclosure agreement commonly known as "Consent to Act". By signing this disclosure, Buyer hereby consents to Agent representing both Buyer and Seller, also known as Dual Agency.
13. **Assignment by Buyer.** No assignment of Buyer's rights exist under the Contract and no assignment of rights in property obtained for Buyer under this Contract shall operate to defeat any of the Broker's rights.

14. **Attorney' Fees.** In the event of litigation or arbitration concerning this Contract, the parties agree that the costs and reasonable attorney fees shall be awarded to the prevailing party.

15. **Modification of this Contract.** No modification of any of the terms of this Contract shall be valid, binding upon the parties, or enforceable unless in writing, signed by the parties and incorporated into this Contract.

16. **Entire Agreement.** This Contract constitutes the entire Agreement between the parties and any prior Agreements, whether oral or written, have been merged and incorporated into this Contract.

17. **Joint and Several Liability.** This Contract shall be binding upon all parties. If more than one Buyer is executing this Contract, it shall be binding upon all Buyers with Joint and Several Liability.

18. Other Terms and Conditions: _____

19. **Termination by Either Party.** Either party may terminate this Contract by delivering written notice to the other party for reasonable cause. In the event of such termination, Agent shall prepare a list of all properties shown or otherwise introduced to Buyer and provide such list by hand delivery or via U.S mail to Buyer. Buyer acknowledges that Agent shall be entitled to Agent compensation as described in section 6 "Compensation of Broker", should Buyer enter into negotiations on any of the listed properties shown to Buyer during the term of this Contract.

20. **Acceptance.** Buyer hereby agrees to all the terms and conditions herein and acknowledges receipt of a copy of this Contract signed by Agent.

Buyer(s):

Date _____ 200 __. Telephone _____ Fax _____ E-Mail _____

Buyer _____ Address _____

Buyer _____ City _____ State _____ Zip _____

Broker:

Date _____ 200 __. Telephone _____ Fax _____ E-Mail _____

Company: Keller Williams Realty The Marketplace
2230 Corporate Circle, #250 Henderson, Nevada 89074

Designated Licensee _____

Broker's Signature _____

Keller Williams Realty The Marketplace

To Our Clients

We are a REALTOR® Company and therefore adhere to the Code of Ethics of the National Association of REALTORS®.

Protection of the Parties

State Law in Nevada provides that an agent may enter into an oral or written representation agreement with a buyer/client. As members of the National Association of REALTORS®, we are held to a higher standard by our Code of Ethics. Article 9 reads in part as follows:

Article 9

REALTORS®, for the protection of all parties, shall assure whenever possible that all agreements related to the real estate transaction including, but not limited to, listing and **representation agreements**, purchase contracts, and leases **are in writing** in clear and understandable language expressing the specific terms, conditions, obligations and commitments of the parties. A copy of each agreement shall be furnished to each party to such agreements upon their signing or initialing.

Because of the code your agent, _____ ,
(agent name)

must provide you with a written Buyer's Brokerage agreement. He or she may provide you with an exclusive or non-exclusive agreement for your review and approval. The client is generally better off with an exclusive relationship with a REALTOR. Naturally, should you have any concerns whatsoever, we would recommend that you consult with your legal counsel.

I have been advised and had the opportunity to read article 9 of the REALTOR Code of Ethics. My agent has provided me with a copy of this information and disclosure and also provided me with the Buyers Brokerage Agreement.

Buyer Date

Buyer Date