

RE/MAX Realty Group
BUYER AGENCY AGREEMENT

NAME(s) OF BUYER(s)

DATE

In consideration of services to be performed by RE/MAX Realty Group, Buyer appoints **Pat Campbell-White of RE/MAX Realty Group**, Broker, as Buyer's exclusive agent for the purpose of assisting Buyer in locating for purchase acceptable real property within Sussex County, Delaware, as indicated by Buyer signing an offer to purchase agreement (option, exchange, lease or trade) that is accepted by a Seller.

- 1) **Effect of Exclusive Buyer Agency Contract.** By appointing Broker as Buyer's exclusive agent, Buyer agrees to conduct all negotiations for Property through Broker; and to refer to Broker all inquiries received from real estate brokers, salesperson's prospective sellers, or any other source during the time this contract is in effect. Buyer understands and agrees that the commission payable by Buyer to Broker under paragraph 4 of this contract shall be deemed earned by Broker and payable upon Buyer's purchase of real estate whether or not Broker was involved in the transaction leading to such purchase. For example, if you purchase a property on your own without Broker's assistance (such as through an Open House or "For Sale by Owner"), you would nonetheless owe Broker the commission described under paragraph 4 in consideration for Broker's commitment and efforts in assisting you in attempting to acquire real estate.
- 2) **Duration of Agency.** Broker's authority shall begin upon signing of this Contract and shall continue until the later of either one year from the date hereof, or completion of settlement of property under an Agreement signed before then.
- 3) **Broker's Representations and Services.** Broker will utilize her professional knowledge to make a good faith effort to locate real property as described by the Buyer. Broker will assist Buyer throughout the transaction and will act at all times in the Buyer's best interest. Buyer will furnish Broker with necessary personal and financial information to assist Buyer's efforts to purchase property.
- 4) **Brokerage Fee.** The brokerage fee shall be the cooperating fee as offered by the listing Broker. Broker agrees that Buyer will be shown no properties until such time as Buyer is fully aware if the Seller is willing to compensate a Buyer's Agent.
- 4A) **Brokerage Fee.** The brokerage fee as described above shall be earned, due and payable if Buyer purchases real property during the term of this Contract and, with respect to property introduced to Buyer by Broker during such term, within 180 days after the termination of this Contract, or any extensions thereto unless Buyer enters into an Exclusive Agency Agreement with another Broker during said time.

If Buyer enters into an agreement to acquire an interest in real property and that agreement fails to go to settlement through no fault on the part of the Buyer, the brokerage fee provided in this Agreement shall be waived. If the Agreement fails to go to settlement because of any fault or non-performance on the part of Buyer; the broker fee shall not be waived, but will be due and payable by Buyer to Broker immediately.

- 4B) **Other Buyers.** Other potential Buyers may be interested in the same properties as Buyer; it is agreed that Broker may represent those Buyers whether such representation arises prior to, during, or after the end of this Contract. In such a situation, Broker agrees not to disclose to either Buyer the terms of the other Buyer's offer.
- 5) **Disclosure of Broker's Role.** At the time of first substantive contact, Broker shall inform all prospective Sellers and their agents with whom Broker has contact in connection with the Contract that Broker is acting on behalf of Buyer-principal herein named.
- 6) **Dual Agency.** A Broker who agrees to represent both a Buyer and Seller of real property in the same transaction creates a Dual Agency. Before creating a Dual Agency, the Broker or the real estate licensee associated with and representing the Broker explained to both the Buyer and the Seller that the Broker is acting on behalf of both parties and the possible effects of dual representation, including that by consenting to the Dual Agency relationship the Buyer and Seller are giving up their right to

undivided loyalty to the Broker. In a Dual Agency situation, the Broker will not be able to provide the full range of fiduciary duties to the Buyer and Seller. A Dual Agency can only be created with the knowledge and informed consent, in writing, of both the Buyer and the Seller. If Dual Agency applies, the obligations and limitations of a broker acting as a disclosed Dual Agent have been more fully set forth in a Dual Agency Consent Agreement.

- 7) **Broker's Role.** Buyer acknowledges that Broker 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.
- 8) **Costs of Services or Products Obtained from Outside Sources.** Broker will not obtain or order products or services from outside sources unless Buyer agrees in writing to pay for them immediately when payment is due. (Examples: surveys, soil tests, engineering studies, home inspections.)
- 9) **Assignment of Buyer.** No assignment of Buyer's rights under this contract and no assignment of rights in property obtained for the Buyer under this contract shall operate to defeat any of Broker's rights.
- 10) **Equal Opportunity.** Properties shall be shown and made available to Buyer without regard to race, color, national origin, religion, creed, sex, marital status, familial status, age or handicap.
- 11) **Modification of Agreement.** Modifications of this Agreement are binding only when put in writing and signed by all parties.
- 12) **Indemnification of Broker.** Buyer agrees to indemnify Broker and hold Broker harmless on account of any and all loss or damage arising out of the Agency Agreement, provided Broker is not a fault, including but not limited to, attorney's fees reasonably incurred by Broker.
- 13) **Attorney's Fees.** In case of litigation or arbitration concerning this Agreement, the parties agree that costs and reasonable attorney's fees shall be awarded to the prevailing party.
- 14) **Entire Agreement.** This Contract constitutes the entire agreement between the parties and any prior agreements, whether oral or written, are not of any effect unless set forth in this Agreement.
- 15) **Additional Provisions:** _____

- 16) **Counterparts.** If more than one person is names as a Buyer herein, this Contract may be executed by each Buyer; individually, and when so executed, such copies taken together shall be deemed to be a full and complete contract between the parties.
- 17) **Copy of Contract.** Buyer acknowledges receipt of a copy of this contract signed by the Broker.

**IF YOU DO NOT UNDERSTAND ALL THE TERMS OF THIS DOCUMENT,
SEEK COMPETENT LEGAL ADVICE BEFORE SIGNING.**

Accept:

(Broker)	(Seal)
(Buyer)	(Seal)

By: _____	(Seal)
	(Buyer)

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(Address)
(Phone)

***Pat Campbell-White*, ABR, CRB, CRS, GRI, SRES**

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