

**ANN ARBOR**  
2750 S. State Street  
Ann Arbor, MI 48104  
Broker ID# 358528  
Phone (734) 741-1000  
Fax (734) 222-7006

**BRIGHTON**  
6870 Grand River, Ste. 200  
Brighton, MI 48114  
Broker ID# 252481  
Phone (810) 227-4600  
Fax (810) 227-4465



**RE/MAX**  
**Platinum**



Each Office Independently Owned and Operated

**FENTON**  
1100 Torrey Road  
Fenton, MI 48430  
Broker ID# 341375  
Phone (810) 629-5800  
Fax (810) 750-4408

**HARTLAND**  
11200 Highland Road  
Hartland, MI 48353  
Broker ID# 341376  
Phone (810) 632-5050  
Fax (810) 632-7789

## EXCLUSIVE BUYER REPRESENTATIVE CONTRACT

Broker: RE/MAX PLATINIUM (Broker) Contract Date: \_\_\_\_\_  
Buyer(s): \_\_\_\_\_  
Buyer(s) Address: \_\_\_\_\_

- Purpose and Terms.** Buyer appoints Broker as Buyer's exclusive agent to assist Buyer to locate, negotiate and secure property as described in paragraph 2, and Broker accepts the appointment. The parties agree that Broker's services shall be limited to: consulting with Buyer regarding the desirability of particular properties, the availability of financing, formulating acquisition strategies, negotiating purchase agreements and facilitating the details of the transaction. This agreement shall terminate at 11:59 p.m. on \_\_\_\_\_ (date).
- Desired Property.** Buyer desires to purchase, lease option, exchange or otherwise acquire property meeting the following general criteria:  
Type:  Residential  Residential Income  Commercial  
 Industrial  Contract to Build  Other \_\_\_\_\_  
Preferred description and location \_\_\_\_\_  
Preferred price range \$ \_\_\_\_\_ to \$ \_\_\_\_\_
- Entitlement to a Commission.** Buyer agrees to pay Broker a commission if any of the following occur:
  - During the term of this agreement, Buyer purchases, leases or exchanges property of the general type described in paragraph 2 above.
  - Within \_\_\_\_\_ months after the expiration of this agreement (Protection Period) Buyer purchases, leases, or exchanges any property which, during the term of this agreement, Broker or Buyer had negotiations relating to the property, or Broker had shown or offered to show to Buyer or someone representing Buyer, unless Buyer enters into a subsequent Buyer Agent Agreement with another real estate Broker.
  - At any time in the future Buyer purchases any property of the general type described in paragraph 2 which Buyer leased or on which an option was granted during the term of this agreement.This commission shall be deemed to be earned by Broker at the time Buyer enters into a binding purchase agreement, regardless whether Broker located, negotiated and/or secured said property ultimately purchased or leased by Buyer.
- Compensation of Broker.** Buyer requests and Broker agrees to seek compensation from the seller, the payment of which may satisfy Buyer's compensation obligation under this agreement. This may take the form of accepting the compensation offered by the listing broker. If the seller refuses to pay Broker and buyer still elects to purchase the property, Buyer shall be responsible for the compensation to be paid to Broker. Notwithstanding anything in this contract to the contrary, Buyer shall pay a \$295.00 document storage and compliance fee. The compensation due Broker at the closing of the transaction shall be as follows:
  - LISTED PROPERTIES:** The sales commission offered through listing broker, or \_\_\_\_\_% of the purchase price, whichever is greater, with a minimum of \$ 2000.00.
  - UNLISTED PROPERTIES:** \_\_\_\_\_% of the purchase price, with a minimum of \$ 2,000.00.
  - SHORT SALE PROPERTIES:** \_\_\_\_\_% of the purchase price with a minimum of \$ 2000.00.

At the time of this Agreement Buyer will pay Broker a non-refundable Retainer Fee of \$\_\_\_\_\_.

The Retainer Fee (check one):

- shall be applied against the total commission due;  
 is a separate fee and not part of the commission

and is intended to compensate Broker for Broker's efforts in locating property for Buyer. The Retainer Fee cannot and will not be used as part of the Buyer's earnest deposit when an acceptable property is located and a Buy & Sell Agreement executed.

This contract is for use by Realcomp Subscribers. Use by any other party is illegal and voids the contract.

5. **Broker's Agency Responsibilities and Limitations.** Broker agrees to negotiate on Buyer's behalf and take reasonable steps to preserve the confidentiality of information that Buyer has instructed Broker in writing to keep confidential. However, because Broker may have previously represented or may currently represent other parties whose interests conflict with those of Buyer, Buyer acknowledges that there are certain limitations imposed on Broker that may affect Buyer. For instance:
- Past Clients:* Buyer may consider property owned by a party Broker represented in the past. Buyer agrees that Broker shall not be required to disclose confidential information concerning said party.
- Current Selling Clients (Dual Agency):* Buyer may consider property currently listed with or owned by Broker. Buyer acknowledges that when Broker is acting as a dual Agent, Broker may be paid a commission by the Seller. Buyer further acknowledges that when Broker is acting as a Dual Agent conflicts of interest will occur and Broker will act primarily as a mediator to aid Buyer and Seller in closing the transaction. Buyer agrees that Broker shall not be required to disclose confidential information concerning the seller of said property or suggest negotiating strategies that may adversely affect said seller client.
- Current or Future Buyers:* Buyer may consider property that is also under consideration by other buyers working with Broker. Buyer agrees that Broker shall not be required to disclose to Buyer interest in the same property by another buyer.

**Other Terms.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. **Broker's disclaimer and Property Considerations.** Buyer acknowledges that Broker is not serving as an attorney, tax advisor, surveyor, civil engineer, structural engineer, environmental expert or appraiser.
7. **Buyer's Responsibility:** Buyer acknowledges that Buyer is solely responsible for determining the suitability of any desired property.
8. **Broker's Recommendation:** In order to carefully evaluate a desired property's suitability, Buyer is specifically advised to:
- Review the title commitment with Buyer's attorney;
  - Investigate any potential restrictions on the use of the property such as local zoning ordinances, plat and deed restrictions, easements, liens and other encumbrances;
  - Have the property inspected for infestation by wood destroying insects, structural and mechanical defects, environmental and health and safety considerations;
  - Have the location and boundaries of the property verified by a surveyor;
  - Satisfy themselves that the property is able to provide and sustain a potable water supply and effective waste disposal system;

In order to carefully evaluate the suitability of a potential transaction, Buyer is specifically advised to:

- Read carefully all contractual agreements, Seller's disclosure Statements, Lead-Based Paint Disclosure statements, and closing documents;
- Investigate the tax consequences of the transaction;
- Investigate historical sales data and/or obtain an appraisal.

Buyer further acknowledges Broker has advised Buyer that if Buyer has any other questions or concerns, Buyer should seek the advice of appropriate professionals. In the event that Broker provides to Buyer names or sources for such advice and assistance, Buyer acknowledges and agrees that Broker does not warrant or guarantee the services and/or products.

9. **Exclusive Agent.** Buyer agrees that during the term of this agreement any and all inquiries and/or negotiations relating to the acquisition of any Desired Property by Buyer shall be through Broker. Buyer agrees to refer to Broker any inquiries from any other broker, salesperson or any other source.
10. **Failure to Close Transaction.** If Buyer enters into a binding Buy & Sell Agreement and Seller fails to close the transaction with no fault on the part of the Buyer, Broker agrees not to seek compensation from the Buyer, however, Broker reserves the right to pursue compensation from Seller. If such transaction fails to close because of any fault on the part of Buyer, the total amount owing as compensation shall be immediately due and payable to Broker by Buyer.
11. **Cost of Services or Products Obtained from Outside Sources.** Buyer agrees to promptly pay for products or services from outside sources ordered by Broker at Buyer's request (examples: surveys, environmental studies, inspections, soil tests, title reports, engineering studies, etc.) In the event Broker provides to Buyer names of sources for such assistance, Buyer acknowledges and agrees that Broker does not warrant or guarantee the services and/or products.
12. **Consent to Disclosure.** Buyer authorizes Broker to disclose Buyer's identity and any pertinent facts Broker has regarding Buyer's financial ability to purchase the Desired Property.
13. **Non-Discrimination.** Buyer acknowledges Broker is required to obey Federal and State non-discrimination laws pertaining to the sale or rental or real estate.
14. **Consent to Fees.** Buyer acknowledges that Broker may be offered placement fees, finder's fees and other consideration from home warranty companies, mortgage brokers and others who become involved in the transaction. Buyer hereby grants Broker permission to receive such fees and/or consideration.

15. **Fax.** The parties agree this agreement may be delivered by use of a fax and the signatures, initials and modifications shall be deemed valid and binding upon the parties as if the original signatures, initials and modifications were present on the documents in the handwriting of each party. Buyer shall not assert the statute of frauds or non-enforceability or invalidity of the agreement because of faxed copies being used, and Buyer specifically waives and relinquishes any such defense. Buyer agrees to provide an original signed document to Broker upon request.
16. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signature of each counterpart were on the same instrument.
17. **Additional Properties.** Upon Buyer receiving notification that a seller has accepted Buyer's offer to purchase a property, Broker shall not be required to inform Buyer of additional properties that may otherwise be of interest to Buyer.
18. **Multi-List Cooperation.** The Client acknowledges that the services of the MLS and the offering of cooperation and compensation to other Participants have been fully explained. The MLS is authorized to disseminate information so provided to its Participants according to its rules and regulations. The Client and the Broker release the Multiple Listing Service(s) from any liability for errors and omissions in the listing information disseminated.
19. **Heirs.** The covenants herein shall bind the heirs, personal representatives, administrators, executors, assigns and successors of the respective parties.
20. **Indemnification of Broker.** Client agrees to indemnify Broker and to hold Broker harmless on account of any and all costs or damage arising out of this agency contract, provided Broker is not materially at fault, including, but not limited to, interest, costs, and/or attorneys' fees incurred by Broker.
21. **Acceptance and Receipt.** This agreement contains the entire terms and provisions of the agreement between the parties. No modification of any of the terms of this agreement shall be binding upon the parties unless said modification is in writing and signed by the parties. Buyer acknowledges that all terms have been reviewed, understood and accepted, and further acknowledges receipt of a copy of this agreement. In the event any portion of this agreement is found to be unenforceable, said clause shall be severed from the agreement and the remainder of the agreement shall remain in force.

This contract is accepted by \_\_\_\_\_ WENDY VALKO \_\_\_\_\_, agent for Broker.

Broker: RE/MAX Platinum

Broker's Agent: \_\_\_\_\_ WENDY VALKO \_\_\_\_\_

Bus. Tel.: \_\_\_\_\_ 248-762-5290 \_\_\_\_\_

FAX Tel.: \_\_\_\_\_ 888-833-2292 \_\_\_\_\_

Buyer: \_\_\_\_\_

Print Name: \_\_\_\_\_

Soc. Sec. No.: \_\_\_\_\_

Bus. Tel.: \_\_\_\_\_

Home Tel: \_\_\_\_\_

FAX Tel: \_\_\_\_\_

Buyer: \_\_\_\_\_

Print Name: \_\_\_\_\_

Soc. Sec. No.: \_\_\_\_\_

Bus. Tel.: \_\_\_\_\_

Home Tel: \_\_\_\_\_

FAX Tel: \_\_\_\_\_