

## EXCLUSIVE RIGHT TO REPRESENT BUYER AGREEMENT

Connecticut law prohibits a broker or salesperson from representing or negotiating on behalf of a buyer unless a buyer signs a written agreement to allow the broker or salesperson to act on buyer's behalf. An agent of a real estate brokerage firm cannot show a buyer another firm's listing(s) without a written, signed buyer representation agreement. Section 20-328-6a of the Connecticut General Statutes.

### 1. EXCLUSIVE RIGHT:

Buyer(s) \_\_\_\_\_ (Please Print)  
appoints ANDERSON ASSOCIATES, LTD (the "Broker") as Buyer's exclusive agent to assist Buyer to locate and lease or otherwise acquire an interest in real property acceptable to Buyer (the "Property").

### 2. GEOGRAPHICAL AREA:

This Agreement is limited to Fairfield County, Connecticut and Westchester County, New York. Outside of Greenwich, Connecticut Broker may select local Realtors to represent Buyer.

### 3. TERM OF AGREEMENT:

This authorization is in effect from \_\_\_\_\_ to \_\_\_\_\_ inclusive, or through the closing date of a pending transaction in which the Broker represents the Buyer.

### 4. BROKER'S DUTIES. Broker agrees:

- A. We will attempt to locate Property acceptable to Buyer.
- B. We will negotiate on behalf of Buyer terms and conditions agreeable to Buyer.
- C. We will assist Buyer in the purchase, exchange or lease, as the case may be, of the Property.
- D. We will provide Buyer names of attorneys, contractors, inspectors, financial services, and other professionals we believe to be reliable. This is an accommodation to Buyer not an endorsement or guarantee by Broker.
- E. We will use our best efforts to research the Property at Town Hall.
- F. We will, if requested, provide Buyer with recent sold properties we believe to be comparable to the Property.
- G. We will not disclose any personal or financial information about Buyer without Buyer's permission.

### 5. BUYER'S DUTIES: Buyer agrees:

- A. You represent that you are not bound by a Representation Agreement with any other Broker covering the same Geographical Area as this Agreement. You realize that you could be liable for the payment of more than one fee or commission if there is one.
- B. You will tell us about any past or current contacts with any real property or any other real estate agents relating to real property in the Geographical Area covered by this Agreement.
- C. You will utilize us exclusively in following up leads or information about a property no matter what the source.
- D. You will inform Realtors at Public Open Houses that you are represented by a Broker.
- E. You will schedule all appointments to see a property exclusively through us and will give us, if possible, two days notice of properties you would like to see, so that we can make appointments in a timely manner.
- F. You will, upon request, give us financial and personal information regarding your purchase abilities and needs.
- G. You will direct questions concerning the legal title to property, location of property boundaries, tax considerations, property & building inspection, expansion possibilities, environmental questions, engineering, or the uses or planned uses of neighboring properties, hazardous waste facilities, deaths or sickness in a property or residence of convicted persons to your attorney, tax advisor, building inspector or appropriate governmental agency.

### 6. COMPETING BUYER CLIENTS:

The Buyer understands and agrees Broker may represent other buyers and show properties and negotiate offers for these other buyers. If more than one buyer client of the Brokerage firm wishes to bid on the same property, this does not create dual representation and no consent is required. We will not to disclose to either buyer client that more than one client is interested in the same property. However, if the same Agent represents two buyers who wish to bid on the same property, that Agent must tell both buyers and offer to have another Agent(s) in the Brokerage represent each of them with regard to that purchase.

### 7. FAIR HOUSING

This Agreement is subject to the Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions (Connecticut General Statutes, Title 46a, Chapter 814c).

**IT IS UNLAWFUL UNDER FEDERAL AND/OR STATE LAW TO DISCRIMINATE ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, SEX, SEXUAL ORIENTATION, MARITAL STATUS, AGE, LAWFUL SOURCE OF INCOME, LEARNING DISABILITY, MENTAL RETARDATION, FAMILIAL STATUS AND MENTAL OR PHYSICAL DISABILITY.**

**8. BUYER AGREES TO THE FOLLOWING PROFESSIONAL FEE:**

- A. Buyer agrees Broker is entitled to a professional service fee if Buyer purchases or leases properties introduced to Buyer during the term of this Agreement or any extensions thereof or within 120 days of the termination of this Agreement.
- B. If Buyer purchases a home listed on a Multiple Listing Service (MLS), we will collect our commission or fee from the seller or listing agency as long as a commission of, at least 2.5%, is offered to cooperating brokers.
- C. In the event Buyer purchases Property which is not listed on an MLS (such as a house being offered directly by an owner or through an auction or in bankruptcy), or if the compensation offered through the MLS is not, at least 2.5 %, Buyer agrees to pay our fee of 2.5% of the purchase price of the Property. Any fee or commission collected by Broker will be credited towards Buyer's obligation.
- D. If a fee of less than 2.5 % is offered by a Seller or Listing Broker, Broker will inform Buyer before presenting an offer.
- E. Broker will make every effort to collect their fee from the Listing Broker, Seller, Financial Institution, or out of the transaction. or structured within an offer to purchase.
- F. The fee shall be paid at closing.

**THE AMOUNT OF RATE OF REAL ESTATE BROKER COMPENSATION IS NOT FIXED BY LAW. IT IS SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN YOU AND THE BROKER.**

**9. DUAL REPRESENTATION**

If an Agent in our brokerage firm represents a Buyer Client who wishes to place an offer on a property listed by our brokerage firm, a Dual Representation for that purchase and sale is created. Both the Buyer Client and the Seller Client must sign a Dual Agency or Designated Agency Agreement before an offer is made.

- A. DUAL AGENCY: If an Agent in our firm represents both the Buyer Client and the Seller Client and if both Clients agree, that Agent will become a Dual Agent and represent both Clients in the Transaction. A Dual Agent owes loyalty to both Clients, but can not disclose confidential information about one Client to the other.
- B. DESIGNATED AGENCY: If both Clients do not agree that the Agent should be a Dual Agent, we will designate one Agent to represent the Seller Client and one Agent to represent the Buyer Client. Designated Agents owe complete fiduciary duties to their clients. Their only obligation is not to disclose any confidential information they obtained before their appointment as a Designated Agent.

**10. GENERAL CONSIDERATIONS**

- A. This Agreement (a) constitutes, the entire agreement between the parties and supersedes all prior agreement, (b) may not be assigned, (c) may not be amended or modified except by a written agreement signed by both parties, (d) shall be governed by and construed in accordance with the substantive laws of the State of Connecticut, (e) shall be enforced by binding arbitration in Connecticut after independent mediation efforts have been exhausted.
- B. Buyer agrees not to enter into another Representation Agreement with any other broker in the Geographical Area covered by this Agreement unless this Agreement has expired or is cancelled.

**Broker: ANDERSON ASSOCIATES, LTD.**

164 Mason Street, Greenwich, CT 06830

Tel: 203-629-4519. Fax: 203-629-4786

[www.GreenwichLiving.com](http://www.GreenwichLiving.com)

By: Broker/Agent

Date

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

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

Street Address: \_\_\_\_\_

Town/State/Zip: \_\_\_\_\_