

**CBSREC EXCLUSIVE BUYER BROKERAGE AGREEMENT**

**THIS AGREEMENT** is made between \_\_\_\_\_, hereinafter called "CLIENT", and Coldwell Banker Schmitt Real Estate co., hereinafter called "BROKER".

**WHEREAS**, the BROKER must establish an Agreement with CLIENT as to compensation prior to showing any property either virtually or in person,

**WHEREAS**, the CLIENT is desirous of employing the BROKER exclusively to locate real property for purchase; &

**WHEREAS**, the BROKER is desirous of providing the real estate brokerage service to the CLIENT,

**NOW THEREFORE**, In consideration of the mutual obligations contained herein, the sufficiency of which is hereby acknowledged;

**THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:**

1. **THE BROKER** hereby agrees to provide real estate brokerage service to locate and negotiate the purchase of real estate in Monroe County, Florida, more particularly described as: \_\_\_\_\_

2. **THE TERM OF THIS AGREEMENT** shall commence on \_\_\_\_\_ and expire at Midnight on \_\_\_\_\_.

The **CLIENT** has an active Buyer Brokerage Agreement with another Real Estate Broker or Real Estate Agent for the above described geographical location.  YES  NO. If YES, please explain:

**NOTICE to BUYERS: In the event of multiple Buyer Brokerage Agreements you could potentially obligate yourself to pay multiple commissions.**

3. **CLIENT** shall pay to BROKER for services; a commission of 3% of the purchase price. Payment shall be paid in cash upon closing of the purchase of the real estate. Payment shall be due to Broker regardless of whether the property is purchased through the BROKER or any other entity or individual acting for CLIENT during the term of this agreement.

In the event payment is not available from the SELLER, the CLIENT shall:

*(Check all that apply)*

- a) Seek other properties where the SELLER will pay BROKER'S commission.
- b) Include a provision in the sales contract for the SELLER to pay the BROKER'S specified commission.
- c) Pay the BROKER'S commission agreed to above.
- d) Pay difference in compensation paid by SELLER in the commission amount specified above. BROKER shall not be compensated by any source or combination of sources in an amount exceeding the above agreed compensation. This limitation shall not apply to any selling bonuses offered by SELLER which shall not be included in the agreed commission above. Commissions are negotiable and not set by law. In the event commission payment is available from SELLER such payment shall reduce CLIENT'S commission obligation by the amount of that payment.

4. **AT THE INITIAL CONTACT** with other brokers and/or Seller, BROKER shall fully disclose they represent the BUYER.

5. **BROKER** shall use their best efforts to locate real property that meets the requirements of the CLIENT, including assisting CLIENT in any related areas such as financing, inspections, termite reports, and to coordinate with other professionals representing the CLIENT such as attorney and/or accountants and

shall assist the CLIENT through the closing. (The BROKER is NOT an EXPERT in areas outside of real estate brokerage, but will assist the CLIENT to obtain competent professional help.)

6. **CLIENT** shall work exclusively with BROKER and no other party and agrees that if the BROKER locates real property that meets the requirements of the client that client will proceed to attempt to negotiate a purchase of the property. Client grants to BROKER the exclusive authority to locate and negotiate the purchase of the real property covered under this agreement. If CLIENT or any other person or entity acting for CLIENT, within 180 days after the expiration of this agreement, enters into an agreement to purchase/lease on any property submitted by BROKER to CLIENT during the terms of this agreement, the CLIENT shall pay to BROKER the compensation as provided in paragraph 3 of this agreement.
  
7. **THIS AGREEMENT** constitutes the entire agreement between the parties and any amendments or modifications shall not be valid unless reduced to writing and signed by the parties hereto. In case of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees.

<b>CLIENT Signature</b>	<b>DATE</b>
<b>CBSREC Sales Associate Signature</b>	<b>DATE</b>

<b>CBSREC BROKER Signature</b>
<b>DATE</b>