



# CAPITAL REGION MULTIPLE LISTING SERVICE, INC.

THIS IS A LEGALLY-BINDING CONTRACT. IF NOT FULLY UNDERSTOOD,  
WE RECOMMEND CONSULTING AN ATTORNEY BEFORE SIGNING.



## EXCLUSIVE BUYER/PURCHASER AGENCY AGREEMENT

### AGREEMENT

The BUYER/PURCHASER \_\_\_\_\_ (hereinafter called the "CLIENT") retains and authorizes as Buyer's Broker (hereinafter called the "BROKER") Crisafulli Associates, LLC (firm) represented by Laura and Michael Crisafulli (agent) to locate and/or negotiate for the purchase of real property of the general nature shown below.

### AGREEMENT PERIOD

This Agreement begins upon signing and ends on \_\_\_\_\_, \_\_\_\_\_ or upon closing of a property purchased under this Agreement.

### BROKER'S OBLIGATIONS

The BROKER will:

- (1) use diligence in locating a property on price and terms acceptable to the CLIENT;
- (2) use professional knowledge and skills to negotiate for CLIENT's purchase of the property;
- (3) assist CLIENT throughout the transaction and act in the CLIENT's best interest at all times; and
- (4) present the purchase offer to the Seller or the Seller's agent.

### CLIENT'S OBLIGATIONS

The CLIENT will:

(1) work exclusively with the BROKER during the period of this Agreement in all matters pertaining to the purchase of real property located within the Capital Region market area with the following exceptions:

\_\_\_\_\_  
\_\_\_\_\_ ; and

(2) furnish the BROKER with all requested personal and financial information necessary to complete this transaction.

### COMPENSATION

The CLIENT agrees to compensate the BROKER if the CLIENT, or any other person acting on the CLIENT's behalf, buys, exchanges for, or obtains an option on any real property.

The amount of compensation shall be:

(1) If the property is listed with a real estate company or licensee, BROKER will accept a fee equal to the fee being offered to cooperating agents; but in any event not less than \_\_\_\_\_ % of the purchase price of the property, or a flat fee of \$ \_\_\_\_\_.

If such fee, or any portion thereof, is paid by the Seller or the Seller's agent as a convenience of the transaction, then CLIENT will be credited by BROKER for the amount so paid.

(2) If the property is not listed with a real estate company or licensee, a fee of \_\_\_\_\_ % of the purchase price, or a flat fee of \$ \_\_\_\_\_ will be paid.

If such fee, or any portion thereof, is paid by the Seller as a convenience of the transaction, then CLIENT will be credited by BROKER for the amount so paid.

(3) Other Compensation Agreement: \_\_\_\_\_

**NOTE:** If the CLIENT within \_\_\_\_\_ months of the termination of this Agreement, without the services of a licensed agent, purchases real property shown to the CLIENT by the BROKER during the term of this Agreement compensation as set forth in this Agreement shall apply and a fee shall be due the BROKER.

### ADVICE ON TECHNICAL MATTERS

BROKER will not counsel CLIENT on legal, home inspection, public health, surveying, tax, financial or other technical matters. Upon request, BROKER will assist CLIENT in engaging qualified professionals to consult in such fields.

### FAIR HOUSING

BROKER is committed to the philosophy of Fair Housing for all people. Therefore, BROKER will present properties to CLIENT in full compliance with local, state and federal fair housing laws against discrimination on the basis of race, color, religion, sex, national origin, handicap, age, marital status and/or familial status, children, or other prohibited factors.

### ADDITIONAL CLIENTS

CLIENT understands that other potential buyers may consider, make offers on or acquire through BROKER the same or similar properties as CLIENT is seeking to acquire. CLIENT consents to BROKER's representation of such other potential buyers before, during and after expiration of this agreement.

### PROPERTY LISTED WITH BROKER

If CLIENT becomes interested in acquiring any property for which BROKER has a listing contract, CLIENT may:

- (1) elect customer status as to the property for which there is a conflict; or
- (2) terminate this contract as to the property for which there is a conflict; or
- (3) with knowledge and informed consent in writing of both CLIENT and Seller, CLIENT may agree to dual agency. CLIENT understands that in such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the CLIENT and Seller and that by consenting to the dual agency relationship, CLIENT and Seller are giving up the right to undivided loyalty.

BROKER \_\_\_\_\_ CLIENT \_\_\_\_\_

By Laura and Michael Crisafulli CLIENT \_\_\_\_\_

Date \_\_\_\_\_