

## BUYER AGENCY AGREEMENT \_\_ Exclusive Right to Represent

PLEASE NOTE: Commissions or fees for Real Estate Service to be provided are negotiable between Realtor and Client. This is a legally binding contract. If you have questions concerning this contract, you should consult an attorney before signing it.

Agent hereby recommends that Buyer seek legal, tax, property financing, property inspection, environmental engineering, and other professional advice relating to any proposed transaction. Buyer agrees that he will not rely on the Agent for any such professional advice.

AGENCY AGREEMENT: "Buyer" also called the "Client", retains and authorizes the "Buyer's Agent", Richard Schmidt, on an exclusive basis to locate/ negotiate for the purchase of real property.

TERM OF AGENCY: Agreement begins \_\_\_\_\_ ends \_\_\_\_\_ or upon successful closing of property under this agreement.

AGENT'S OBLIGATIONS: The Buyer's Agent will use their best efforts on behalf of the buyer to:

1. Offer counseling that benefits you.
2. Expand the search beyond the MLS properties to For Sale by Owner houses, bank trusts, and new construction that fits the description of the property desired by the Buyer, whenever possible.
3. Represent you on a confidential basis. I do not have to reveal anything about you to the Sellers, except that which is required by law.
4. Negotiate on your behalf to obtain the best possible price and terms with the least amount of inconvenience.

CLIENT'S OBLIGATIONS:

1. Work exclusively with Buyer's Agent for the purchase of property during the term of this Agreement.
2. As needed, furnish Buyer's Agent with any relevant financial information relating to the ability to purchase property and a letter from a lending institution verifying the same.
3. Refer to the Buyer's Agent all properties brought to Buyer's attention by the seller.

Buyers Agent: Richard Schmidt Broker: Skaneateles Real Estate 26 E. Genesee St., Skaneateles, NY

COMPENSATION: Client agrees that Buyer's Agent will be compensated if the Client or any other person acting in the agent's behalf buys, exchanges for or obtains an option on any real property of the general nature described In this agreement during the term of this agreement or prior to 365 days after its expiration.

METHOD OF PAYMENT: If the Buyer wishes to purchase the property at its lowest negotiated price, then Buyer agrees to compensate Agent in an amount equal to 0% of the purchase price if property is Agent's Listing, or 1.95% (1 & 95/100%) if property is not Agent's

*Listing. This is not to be construed as a method for the Broker to collect a commission from a Buyer in the event the Seller defaults on the commission as outlined in the Contract to Purchase.*

OTHER POTENTIAL BUYERS: Buyer understands that other potential buyers have entered or may enter in to similar agency contracts with Agent which may involve the purchase or lease, through Agent, of the same or similar property or properties as Buyer is attempting to purchase or lease. Buyer consents to Agent's representation of such other buyers.

NONDISCRIMINATION:

Agent and Buyer agree that all actions carried out under this contract shall be in full compliance with local, state and federal fair housing laws against discrimination on the basis of race, creed, color, religion, national origin,

sex, familial status, marital status, age or disabilities. Estate Notice: Service of any notice shall be completed upon receipt of such notice by the other party, or that party's attorney or real estate broker (agent), and may be personally delivered, transmitted by facsimile, delivered by courier, or mailed. Unless otherwise agreed signatures transmitted by facsimile shall have the same force and effect as original signatures.

Buyer(s) Print then

Signature \_\_\_\_\_

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