

## **EXCLUSIVE BUYER BROKER AGREEMENT**

**Parties:** Buyer and Michael Saunders & Company (Broker) desire to work together to assist Buyer in locating and purchasing real property within the defined geographic areas specified in the Special Clauses section of this Agreement (Property). Buyer agrees to exclusively use Broker during the term of this Agreement and Broker will provide its professional real estate services and extensive resources. A purchase shall include any acquisition, option, exchange or lease by Buyer, and Buyer shall include any entity (corporation, limited liability company, partnership) which is owned, managed or where Buyer(s) has primary ownership interest.

**Term:** This Agreement shall begin on \_\_\_\_\_ and conclude at 11:59 p.m. on \_\_\_\_\_ (“Termination Date”). The Parties’ obligations continue through closing for any contract to acquire Property which Buyer signed during the term of this Agreement. This Agreement may be canceled prior to the Termination Date by mutual consent in writing. This Agreement is binding on the successors, assigns, heirs and personal representatives of the Parties and is assignable by Broker with written notice to Buyer. **Protection Period:** Broker’s compensation is due and shall be paid if within 90 days of the Termination date, Buyer acquires any property that was viewed or brought to Buyer’s attention during the term of this Agreement. After the Termination Date, if Buyer enters into a bona fide Exclusive Buyer Broker Agreement with another firm, the Protection Period provision does not apply and no compensation shall be due.

**Agency/Representation:** Broker shall serve Buyer as a Transaction Broker. Under Florida law Broker owes Buyer the following duties: dealing honestly and fairly; accounting for all funds; using skill, care, and diligence in the transaction; disclosing all known facts that materially affect the value of residential real property and are not readily observable to the Buyer; presenting all offers and counteroffers in a timely manner, unless directed otherwise in writing; and limited confidentiality, unless waived in writing, and any other duties mutually agreed to in writing.

**Broker Obligations and Services:** Broker services include the following and others agreed to by the Parties to meet Buyer objectives: explain market conditions, furnish Multiple Listing Service information, identify desired properties, secure access to personally attend or view properties with or for Buyer, formulate a purchase offer strategy, assist in negotiating terms and conditions, provide referral sources for other desired services (home inspectors, lenders, closing agents), advise on contract deadlines, request or submit necessary contract related documents, extensions or addenda, monitor the transaction, and cooperate with any real estate license representing the Seller or the Seller directly, if unrepresented. Broker offers its services to the public. If Buyer requests Broker to submit an offer to purchase on a property where another Buyer, who is also represented by Broker, seeks to submit an offer, Buyer agrees Broker may notify each party only of the fact there are competing offers, and will not disclose any material terms or conditions unless expressly waived in writing.

**Buyer Obligations:** Buyer agrees all inquiries, viewings and negotiations relating to the acquisition of Property subject to this Agreement will be conducted solely through Broker. Buyer agrees to cooperate with Broker in a timely manner related to all aspects of the transaction requiring Buyer’s input or action. Buyer will disclose to any Seller or Real Estate Licensee with whom Buyer communicates that Buyer is a party to this Agreement and is represented by Broker. Buyer’s execution of more than one Exclusive Buyer Broker Agreement could result in Buyer’s obligation pay multiple Brokers compensation. Unless a confidentiality agreement is executed prior to Buyer’s submission of an offer, a Seller is not obligated to treat the terms, conditions or existence of any offer as confidential. Broker cannot verify information included in any Multiple Listing Service, Broker advertisement or a Seller’s disclosure. Buyer will confirm the accuracy of any material information relied upon prior to submitting an offer. Buyer will retain professional service providers for any legal, tax, environmental, engineering or any other specialized advice at Buyer’s expense.

