

BUYER AGENCY AGREEMENT EXCLUSIVE RIGHT TO REPRESENT

This Buyer Agency Agreement, Exclusive Right to Represent ("Agreement"), is made this _____
day of _____, between _____ ("Buyer"),
whose address is _____
and _____ ("Broker").

1. Retainer Period. Buyer retains Broker as Buyer's exclusive agent to write purchase contract(s), counter offer(s), to negotiate terms and conditions for purchase acceptable to Buyer and assist Buyer in getting to closing for property of Buyer's choice, for a period commencing on _____ and terminating on _____ at _____ PM (the "Agency Period").

2. Broker Obligations. Broker agrees to act for Buyer's interest in writing the contract and negotiating the terms and conditions for the purchase of any property for which the Buyer makes an offer(s), and will assist the buyer in getting financing and closing on the property. Broker will provide one of the following to Buyer or on Buyer's behalf (please check which option you wish to choose):

- A. _____ 50% of the fee received by the Buyer's Broker from the Seller on the closing statement will be paid to the Buyer by the Broker within three business days after the check paying this fee to the Broker clears Broker's depository bank. (Note: FHA regulations do not permit this cash rebate on transactions where FHA loans are used to purchase the property.)
- B. _____ 50% of the fee received by the Buyer's Broker from the Seller on the closing statement will be used to pay Buyer costs which can include but will not be limited to: closing costs, pre-pays, points and any Buyer costs permitted by the Buyer's lender to be paid by a third party.
- C. _____ 50% of the fee received by the Buyer's Broker from the Seller on the closing statement will be credited against the purchase price of the property as permitted by the lender.

3. Buyer Obligations. During the Agency Period, Buyer will deal exclusively with Broker with respect to all offers related to Buyer's acquisition of any property. Any offers made by Buyer during the Agency Period shall be made through Broker. In addition, any offers made by Buyer within 180 days after the expiration of the Agency Period (the "Terminal Period"), with respect to properties viewed by Buyer during Agency Period, shall be made through Broker. If any offer which Buyer is required to make through Broker is accepted by the Seller, Broker shall be entitled to the fee offered by the Seller, from which Broker will make payment to Buyer as specified in #2 above. THIS AGREEMENT DOES NOT OBLIGATE BUYER TO MAKE AN OFFER TO BUY ANY PROPERTY. Buyer will be responsible to locate properties and all research of all aspects of properties, condition, area, neighborhood and any other issues or potential issues which may impact the property or its usefulness to the Buyer. Buyer will hold Broker harmless regarding all aspects of the purchase of property chosen by the Buyer.

4. Dual Agency. If Buyer contemplates the purchase of property listed for sale by HomeWise, or owned by an employee or agent of Broker, Broker shall be considered a 'dual agent' (that is, an agent of both Buyer and Seller) in the transaction. If this situations arises, Buyer is willing to permit Broker's dual agency role, subject to Buyer's consent as outlined in the Agency Disclosure Statement. Should the seller of such property not be willing to permit Dual Agency, Broker will represent Seller and collect the fee offered by the Seller, from which Broker will pay Buyer a portion of the fee as specified in #2 above.

5. Continuous Efforts. If Buyer makes an offer to purchase any property either (a) during the Agency Period or (b) during the Terminal Period, Buyer authorizes Broker to provide continuous assistance as Buyer's agent to the conclusion of the transaction. This authorization includes the right to represent Buyer in negotiating the contract to purchase and any amendments, modifications, new agreements, extensions or other changes. Broker's right to a fee shall remain in effect until the transaction is finally concluded.

6. Fair Housing Statement. It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce any person to sell or rent any dwelling by representations, regarding the entry or respective entry into the neighborhood of a person belonging to one of the protected classes.

7. Consumer Guide to Agency Relationships. Buyer (check one) ____has ____has not received the Consumer Guide to Agency Relationships provided by Broker. If the Consumer Guide to Agency Relationships provided by Broker so states, all licensees in the brokerage are hereby appointed to represent Buyer.

8. Use of Personal Information. In performing services under this Agreement, Broker may collect from Buyer non-public information which may include, but is not limited to, financial information, social security numbers and account numbers ("Personal Information"). Buyer authorizes Broker to disclose this Personal Information to third parties including (i) mortgage company or bank, (ii) insurance companies (including title insurance company working on the closing), and (iii) real estate providers, to the extent necessary to facilitate and effect the transaction(s) contemplated by this Agreement. Broker will not otherwise disclose Personal Information to third parties except as authorized by Buyer or as required by law.

BROKER _____

BUYER(S) _____

By _____

Signature _____

Phone _____

Signature _____

Email _____

Phone _____

Email _____