

Exclusive Agency Right to Represent Buyer Authorization

(Connecticut law requires that the real estate broker furnish Buyer with a written agreement should Buyer wish to be represented by an agent.)

All buyers who will be signing the purchase contract must be included.

I. Exclusive Agency Right Appointment.

Buyer(s), _____, appoints, _____ as Buyer's exclusive real estate Broker to assist Buyer(s) to locate and purchase or exchange real property acceptable to Buyer(s) and generally described as:

Name of brokerage

_____ (the "Property"). Buyer(s) retains the right to locate and purchase or exchange any property himself or herself without obligation to compensate Broker or its agent(s).

II. Geographical Area.

This Authorization is limited to the following areas of the State of Connecticut: _____

You must enter property type such as commercial, residential, single family, condo, multi family as well as location(s). Location can be one town, one county or multiple towns or counties. Can also be the state of CT or just a specific address. A buyer may have an Exclusive agreement with more than one broker if that broker is only representing the buyer(s) in a specific location and not the whole state. i.e. one Broker may represent a buyer in one county and another broker may represent the buyer in another town.

III. Term of Authorization.

This Authorization is in effect from _____ to _____, inclusive.

IV. Broker Agrees:

- A. To keep information Buyer(s) provides Broker concerning Buyer's assets, liabilities, income and expenses or motivations to buy and previous offers made confidential unless Buyer(s) gives permission for disclosure or disclosure is mandated by law.
- B. To provide Buyer(s) with the benefit of our advice and experience.
- C. To attempt to locate the Property described above.
- D. To negotiate on Buyer's behalf for terms and conditions agreeable to Buyer(s).
- E. To assist Buyer(s) in the purchase or exchange, as the case may be, of the Property.
- F. To act in Buyer's interest regarding the location and purchase or exchange of the Property.
- G. Questions or information requests concerning the legal title to property, the residence of convicted persons, tax considerations, wood destroying pests, environmental conditions, property and building inspections, engineering, or the uses or planned uses of neighboring properties should be referred to Buyer's attorney, tax advisor, building inspector or appropriate governmental agency; and
- H. Broker will not perform any investigation or perform any tests or inspections on the Property, its use, or the use of neighboring properties.

V. Buyer(s) Agrees:

- A. To cooperate with Broker and be reasonably available to examine real property.
- B. Upon request, Buyer(s) will give Broker financial and personal information regarding Buyer's purchase abilities and needs.
- C. Broker is relying on Buyer's statement that Buyer(s) has not signed an Exclusive Right to Represent Buyer or Exclusive Agency Right to Represent Buyer with any other brokerage firm covering the same time period, the same Property or the same Geographical Area as stated above. If this is not the case, Buyer(s) hereby agrees to disclose this information to Broker immediately, but no later than at the execution of this document.
 - 1. If Buyer(s) has signed any agreement with another agent, broker or firm to represent Buyer(s) and Buyer(s) does not disclose this information prior or contemporaneous to the execution of this document, Buyer(s) agrees Broker is not liable for any fees, commissions, or other financial charges assessed or billed to Buyer(s) or assessed or billed to Broker; and further, Buyer(s) agrees to indemnify and hold Broker harmless for any fees, commissions or other financial charges assessed or billed to Broker as a direct or indirect result of Buyer(s) signing this Authorization with Broker.
- D. Buyer(s) understands that the names of attorneys, contractors, home inspectors and other professionals are furnished as a convenience to Buyer(s) and are not an endorsement or guaranty of those professionals or their work product, and that Buyer(s) is not required to utilize the services of any of these companies or individuals.
- E. To perform tests, inspections and investigations on the Property and on neighboring properties as Buyer(s) deems necessary in order to determine the suitability of the Property for Buyer's purchase and verify facts that are important to Buyer's buying decision.

Type in the beginning date this agreement goes into effect and the date the agreement will end.

VI. Other Terms and Conditions.

- A. Buyer(s) understands and agrees that Broker may also become a seller's agent for the Property. In that event Broker would become dual agents, representing both Buyer(s) and Seller. If this situation should arise, Broker shall promptly disclose all



relevant information to Buyer(s) and discuss the appropriate course of action to take under the circumstances. Broker shall also present Buyer(s) with all disclosures as required by law, including but not limited to a Dual Agency Consent Agreement for Buyer's review and signature.

- B. Buyer(s) understands that Broker represents other buyers who may also be interested in purchasing the same Property as Buyer(s).
- C. Broker may, with Buyer's permission, share and disclose financial and personal information regarding Buyer's purchase abilities and needs with other agents who offer real property for sale to Broker.
- D. This Authorization is binding upon and shall inure to the benefit of Buyer(s) and Broker, and each of our heirs, administrators, executors and successors. This Authorization and any rights hereunder shall not be assigned.
- E. Buyer(s) agrees to pay any costs and attorneys' fees Broker incurs to collect any monies due Broker under this Authorization.
- F. This Authorization may only be modified, amended, waived or discharged by a written agreement signed by all parties.
- G. Buyer(s) is hereby notified that the Connecticut Department of Energy and Environmental Protection is required pursuant to Section 22a-134f of the Connecticut General Statutes to furnish lists of hazardous waste facilities located within the town at the Town Clerk's office. Buyer(s) may refer to these lists and the Connecticut Department of Energy and Environmental Protection for information on environmental questions concerning any property in which Buyer(s) is interested in and the lands surrounding that property.
- H. Buyer(s) is hereby notified that information concerning environmental matters on the Property and surrounding properties is also available from the Federal Environmental Protection Agency, the National Response Center, the Department of Defense and third-party providers.
- I. Buyer(s) is hereby notified that a list of local properties upon which hunting or shooting sports regularly take place may be available at the Town Clerk's office.
- J. If the Property is served by a private well, Buyer(s) is notified that important educational material concerning private well testing is available on the Connecticut Department of Public Health's website.
- K. Buyer(s) acknowledges receipt of a copy of this Authorization

VII. Fees.

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMPENSATION IS NOT FIXED BY LAW. IT IS SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN YOU AND THE BROKER.

- A. In consideration of Broker's services to be provided, as listed in Section IV "Broker Agrees" above, Buyer(s) agrees to pay Broker a Professional Service Fee calculated as follows:
 - 1. If Buyer(s) is purchasing real estate, ~~Broker's Professional Service Fee~~ shall be calculated as follows: \$ _____ or _____% of the purchase price of the Property purchased by Buyer(s), or of the value of Property Buyer(s) obtained in an exchange.
 - 2. Broker earns the Professional Service Fee if Buyer(s) (a) enters into a contract for the purchase or exchange of real property during the term of this Authorization and all material conditions have been met or are subsequently met; or (b) Buyer(s) obtains title to real property Broker has introduced Buyer(s) to during the term of this Authorization within _____ (_____) days after the expiration of this Authorization, provided, however, that no fee will be due and payable under this Section if Buyer(s) signs an Exclusive Agreement or Authorization with another real estate broker after the expiration of this Authorization.
 - 3. _____ (Other)
- B. Any Professional Service Fee Broker earns under this Authorization is Buyer's obligation to pay. However, if Buyer(s) purchases or exchanges property either listed with Broker or listed on a Multiple Listing Service in which Broker is a participant, then Broker will credit Buyer(s) with whatever amount(s) Broker receives from either or both of these sources. Broker will also assist Buyer(s) in negotiating payment of this fee from seller or listing broker of the Property and will credit Buyer(s) with any amount(s) seller or listing broker actually pays. These credits may or may not pay Broker's fee in full. Any unpaid amount(s) still due and owing after payment by seller or listing broker shall be Buyer's obligation to pay.
- C. Broker will tell Buyer(s) before showing Buyer(s) a property if the property is not eligible for this credit, and Buyer(s) may refuse to be shown such properties without incurring any fees. Broker may accept amount(s) seller, or listing broker pay Broker in excess of the Professional Service Fee stated upon disclosure to Buyer(s), and as permitted by law.

You must enter a percentage (%) or dollar amount (\$) (this can be a fixed amount or a range). Broker fee must be filled in. Do not write in "per MLS". If a listing broker offers only \$1 in MLS, this is what you would have the write to collect per the buyer broker agreement if that is how it is written on this agreement. You can write something like x%* and then in the comments box write in *or other fee acceptable to XYZ brokerage. Therefore, if the listing broker is offering a buyer broker fee that is different than what you wrote in the agreement, you have the option of agreeing to it or asking the buyer to pay the difference.



D. The Professional Service Fee shall be due and paid in full no later than the date on which title to the real property transfers to Buyer(s).

VIII. Statements Required by Law.

- A. This agreement is subject to the Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions (Connecticut General Statutes Title 46a, Chapter 814c).
- B. THE REAL ESTATE BROKER MAY BE ENTITLED TO CERTAIN LIEN RIGHTS PURSUANT TO SECTION 20-325a OF THE CONNECTICUT GENERAL STATUTES.

IX. Use of Electronic Record.

- A. Buyer(s) agrees that Broker may use electronic records, including fax or e-mail, to make and keep this Authorization.
- B. Buyer(s) has the right to withdraw Buyer's consent to have an electronic record of this Authorization provided or made available to Buyer(s). To withdraw such consent Buyer(s) must provide Broker with a written and signed notice expressly stating Buyer(s) withdraws this consent. Buyer(s) may request and Broker shall furnish to Buyer(s) a paper copy of this Authorization. To receive a paper copy of this Authorization, Buyer(s) must request one in writing from Broker at the address, e-mail or fax number listed below.
- C. Buyer's agreement to use electronic records applies only to this particular real estate transaction and not to all real estate transactions in which Buyer(s) is a party.
- D. By withdrawing Buyer's consent to use electronic records of this Authorization, Buyer(s) is not withdrawing Buyer's consent to the Authorization itself. This Authorization shall not be terminable unilaterally, and nothing contained in this Authorization herein constitutes or permits Buyer(s) to withdraw Buyer's consent to the Authorization itself.
- E. For access to and retention of faxed records, there are no special hardware or software requirements beyond access to a fax machine or fax modem and accompanying software connected to a personal or laptop computer where Buyer(s) may receive a fax. For Buyer(s) to receive and retain e-mail records, Buyer(s) will need access to a computer, the Internet, and an e-mail account. Broker is not responsible for providing and is in no way guaranteeing Buyer(s) has access to any of these aforementioned electronic machines, equipment, software or programs.

This paragraph is to agree that the buyers will allow communication via fax and email (electronic methods) or in writing. The authorized representative inserts the fax number the Broker elects to use and the email address of the authorized representative(s) and the fax number(s) and email address(es) of all the buyers who are signing this agreement.

Buyer's electronic addresses are: Fax number: _____
E-mail address: _____

All electronic records will be sent to the fax number or e-mail address noted above unless Buyer(s) informs Broker of any change in Buyer's e-mail address or fax number in writing to the Brokerage Firm address, e-mail or fax number set forth.

_____ BROKER/FIRM NAME	_____ BUYER
_____ By Agent	_____ BUYER
_____ Street	_____ Street
_____ City, State, Zip	_____ City, State, Zip
_____ Telephone number and/or e-mail address	_____ Telephone number
_____ Date	_____ Date

You must make sure you have also initialed, signed and dated the agreement. All buyer(s) MUST receive a copy of the fully executed agreement at the time it is signed.

