

BUYER BROKER EXCLUSIVE AGREEMENT

THIS BUYER BROKER EXCLUSIVE AGREEMENT (this "Agreement") is made and entered into between:

_____ ("BUYER") and
INVESTMENTS IN SARASOTA ("BROKER").

1. **BROKER'S ROLE.** BROKER is hereby retained to assist BUYER in acquiring an interest in, or right to use, certain property. BROKER will: (A) consult with BUYER to discuss property requirements, financing alternatives, possession time schedules, financial capabilities, and acquisition and negotiation strategies, (B) assist in obtaining available information of material nature relative to desired properties, (C) make BROKER's best efforts to identify and locate properties suitable to purchase, (D) assist BUYER in presenting and negotiating contract offers on desired properties, and (E) monitor contract and closing deadlines. BUYER understands that other potential buyers may consider, make offers on, or purchase through BROKER the same or similar properties as BUYER is seeking to acquire.
2. **BROKERAGE RELATIONSHIP.** BROKER has informed and disclosed to BUYER the brokerage relationship between BROKER and BUYER. BROKER's required disclosure notices have been provided to BUYER and the brokerage relationship is _____.
3. **BUYER'S ROLE.** BUYER agrees to: (A) work exclusively with BROKER during the term of this Agreement and be available to evaluate and/or view properties with BROKER, (B) refer to BROKER all inquiries regarding any potential properties for sale, (C) provide reliable information including financial information necessary for the performance of this Agreement, and (D) provide to BROKER general information regarding location, price range, amenities, and any other information needed to help identify desired properties.
4. **TERM OF AGREEMENT.** BUYER engages and grants BROKER the exclusive right and authority to negotiate for the purchase or other acquisition of a legal or equitable interest in or right to use the real property identified during the term of this Agreement, which shall commence on _____, 20__ ("Commencement Date") and shall terminate on _____, 20__ ("Termination Date"). If BUYER enters into a contract to purchase any property prior to the Termination Date, this Agreement shall automatically be extended until the closing or termination of said contract for sale. If during the _____ day period after the Termination Date, BUYER enters into a contract to purchase any property identified to BUYER during the term of this Agreement, then BUYER will pay the BROKER's Compensation, and this Agreement shall automatically be extended until the closing or termination of said contract for sale.
5. **BROKER'S COMPENSATION.** Properties listed in MLS provide for BROKER'S COMPENSATION from the Seller. Should the BUYER purchase a property (such as a For Sale by Owner) that does not have provisions for BROKER compensation, BUYER will compensate BROKER in the amount of _____% of the purchase price of each property purchased by BUYER.
6. **HOLD HARMLESS.** BUYER acknowledges and agrees that BROKER is not an expert in matters including, but not limited to law, surveying, structural conditions, engineering, financing and hazardous materials. BUYER acknowledges that BUYER has been advised to seek professional expert assistance and advice in these and other areas of professional expertise. If BROKER provides to BUYER names or sources for such advice and assistance, BUYER acknowledges and agrees that BROKER does not warrant or guarantee the services and/or products. BUYER also agrees to hold BROKER harmless from liability resulting from incomplete and/or inaccurate information provided by BUYER to BROKER. BUYER agrees to indemnify BROKER against all claims, damages, losses, expenses, or liability arising from the handling of earnest money by anyone other than BROKER.
7. **FAIR HOUSING/EQUAL OPPORTUNITY.** BROKER shall provide the above services and make properties available to BUYER without regard to race, color, national origin, religion, sex, handicap or familial status as well as any other classes protected under the laws of the United States, State of Florida and applicable local jurisdictions.
8. **ATTORNEY'S FEES AND COSTS.** In connection with any litigation concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs from the non-prevailing party, at all trial and appellate levels.
9. **SURVIVABILITY.** All provisions of this Agreement which by their nature or context require performance or provide rights after the Termination Date of this Agreement shall survive this Agreement.
10. **OTHER TERMS AND CONDITIONS.**

(Buyer's Signature) (Date)

(Buyer's Signature) (Date)

(Buyer's Printed Name)

(Buyer's Printed Name)

Buyer's Mailing Address: _____

Buyer's Contact: (Home) _____ (Office) _____ (Cell) _____ (Fax) _____

Email Address: _____ Property Telephone: _____

(Authorized Broker's Signature)

(Date)

Brokerage Firm Name: _____ Licensee's Printed Name: _____