

EXCLUSIVE RIGHT TO REPRESENT BUYER/TENANT
ADOPTED BY THE COLUMBUS BOARD OF REALTORS®



Agent

Company

Address

City State Zip

IT IS RECOMMENDED THAT THE CLIENT
BE REPRESENTED BY AN ATTORNEY

This Exclusive Right to Represent Buyer/Tenant ("Agreement"), is by and between

_____ ("Client")

and _____ ("Broker")

and the Broker's appointed agent _____. Client grants the Broker the exclusive right to locate real property and to negotiate for its purchase, exchange, or lease. The Client acknowledges that the Client is not currently contracted with another Broker for the purchase, exchange or lease of real property.

This Agreement begins on _____ (time/month/day/year) and ends on _____ (time/month/day/year). This Agreement may be cancelled prior to the termination date by written mutual agreement of the parties. If the Client enters into a Contract to Purchase or Lease, before the expiration of this Agreement, the term of this Agreement shall be extended until the final disposition of the Contract to Purchase or Lease.

1. Broker obligations to the Client:

The Broker shall provide to the Client the fiduciary duties of loyalty, obedience, confidentiality, accounting and reasonable skill and care. The Broker agrees to assist the Client in locating and negotiating the purchase, exchange or lease of real property.

- 1.1 Broker shall assist the Client throughout the transaction and through closing.
- 1.2 Broker shall act in the Client's best interest. The Client understands that the Broker may be working with more than one Client at any given time and is not prohibited from representing other Clients with regard to any real property.

2. Client's obligations to the Broker:

- 2.1 The Client shall work exclusively with the Broker for the purchase, exchange or lease of property and will immediately identify themselves as a Client of the Broker at any time when communicating with or viewing real property, such as (but not limited to) attending an open house, visiting a builder's model home or construction site, talking with a "for sale by owner" or to any other Broker during the term of this Agreement.
- 2.2 The Client shall cooperate with the Broker in locating real property. Such cooperation shall include open communication, reasonable availability and providing true, accurate personal and financial information to the Broker which Broker agrees to keep confidential at all times unless the Client specifically authorizes disclosure.

3. Compensation of the Broker:

- 3.1 The Client agrees to compensate the Broker as provided for below if the Client or any party acting on behalf of the Client, purchases, exchanges or leases real property during the term of this Agreement (not applicable if left blank):

Percentage of Sale Price: _____

Percentage of Lease: _____

Flat Fee: _____

Hourly Rate: _____

Other: _____

3.2 The parties agree that the obligation of the Client may be satisfied in all or part by a Seller paid commission. Any Seller paid commission shall be credited toward the Client's obligation. Regardless of the fact that the Seller may pay a sales commission, the Broker will represent the Client subject to Broker's Company Policy on Agency and the terms of this agreement.

4. Protection Period:

For a period of _____ days after the date of termination of this Agreement, the Client shall compensate the Broker as agreed upon herein, if the Client, or any party acting on behalf of the Client, purchases, exchanges or leases real property shown and/or negotiated by the Broker to the Client during the term of this Agreement. Within three (3) days after the date of termination of this Agreement, the Broker will provide to the Client a list of those properties shown and/or negotiated by the Broker during the time frame of this Agreement.

5. Agency Disclosure and Company Policy on Agency:

The Client acknowledges that he has received and understands the Consumer Guide to Agency Relationships, the various forms of representation and will be provided the agency disclosure form as required by law. The Broker will represent the Client during the term of this Agreement, except in the event of Disclosed Dual Agency or In-Company Transaction as both are described in the Agency Disclosure Form.

NOTICE: The Broker's complete company agency policy is available upon request.

6. Inspections and/or Tests:

The Client acknowledges, that for any property that the Client seeks to purchase or lease, the Broker strongly recommends that a professional and competent company perform any inspections and/or tests. The Client understands and agrees that the Broker neither warrants nor assumes responsibility for the physical condition of the property.

7. Professional Advice, Representation & Assistance:

7.1 The Client understands and acknowledges that the Broker strongly recommends that the Client seek representation by an Attorney for legal questions regarding the purchase or lease of real property.

7.2 The Client understands and acknowledges that the Broker is a licensed real estate professional and will represent the best interest of the Client. However, the Broker makes no warranties expressed or implied with regard to the purchase by the Client of any real property. Any statements by the Broker are opinion only.

7.3 The Client understands and acknowledges that the Broker cannot: 1) warrant exact square footage or condition of the property to be acquired, or 2) guarantee that the Seller has disclosed all property defects.

7.4 The Client understands and acknowledges that a real estate professional is qualified to advise in matters concerning real estate but is not an expert in matters of tax, law, financing, surveying, structural conditions, hazardous conditions or engineering. The Client acknowledges that the Client has been advised by the Broker to seek competent expert advice on such matters. In the event the Broker provides names or sources for such advice or assistance, the Client understands and

acknowledges that the Broker does not warrant, guarantee or endorse the services, advice and/or products of any recommended company or services.

7.5 The Client understands and acknowledges that issues such as status of permits, zoning, location of property lines, building code compliance, etc. should be addressed by professionals in those areas.

8. Fair Housing Statement:

It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Ohio 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, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in 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 a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

(Rev. 3/00)

9. Additional terms or exclusions, if any:

10. Term Definition: The term "Broker" shall include, without limitation, the Broker and/or the Broker's appointed Agent(s).

11. Entire Agreement:

The parties agree that this Agreement constitutes the entire Agreement between the Client and the Broker. This Agreement supersedes any other written or oral agreements between the Client and the Broker. Any amendments or modifications to this Agreement shall be made in writing and signed by both parties.

12. Client's Acknowledgment:

The Client acknowledges that the Client has read this Agreement and understands and agrees to the terms and conditions. The information contained herein is true and accurate to the best of the Client's knowledge. The Client has received a completed copy of this Agreement.

13. Time is of the essence regarding all provisions of this Agreement.

Client: _____ Broker: _____

Date: _____ Date: _____

Client: _____ Agent: _____

Date: _____ Date: _____

