

# EXCLUSIVE BUYER AGENCY CONTRACT

1 **1. THIS CONTRACT** is made between \_\_\_\_\_  
2 ("BUYER") and \_\_\_\_\_ ("BROKER").

3 By this Contract BUYER retains and appoints BROKER as BUYER'S Exclusive Agent to assist BUYER  
4 in the procurement of property ("Property") and to negotiate terms and conditions acceptable to BUYER  
5 for the procurement of the Property as generally described in this Contract; however, BROKER shall not  
6 be obligated to seek other properties after BUYER enters into a Contract to purchase the Property.

7  
8 **2. GENERAL DESCRIPTION OF PROPERTY.** BUYER desires to purchase real property described as  
9 follows:

10 Type:  Residential  Income  Vacant Land  Commercial  Other \_\_\_\_\_

11 GENERAL LOCATION: \_\_\_\_\_

12 APPROXIMATE PRICE RANGE: \$ \_\_\_\_\_ TO \$ \_\_\_\_\_

13  
14 **3. TERM OF AGREEMENT.** This Contract shall begin \_\_\_\_\_ and shall  
15 continue through 11:59 p.m. \_\_\_\_\_ unless sooner terminated by  
16 BROKER by written notice to BUYER.

17  
18 **4. BUYER REPRESENTATIONS.**

- 19 (a) BUYER warrants that BUYER is not currently obligated under any other Buyer Agency Contracts.  
20 (b) BUYER warrants that BUYER is not obligated to pay any brokerage fees for properties that were  
21 previously shown to BUYER.  
22 (c) BUYER warrants that BUYER is not aware of any facts that would prevent BUYER from closing  
23 any sale entered into under this Contract.  
24 (d) BUYER agrees to comply with all applicable federal, state and local laws, rules and regulations  
25 and ordinances, including fair housing and civil rights statutes and rules and regulations.  
26 (e) BUYER shall attempt to secure written loan pre-approval and disclose to BROKER the status of  
27 BUYER'S loan approval and shall provide a copy of current loan approval documents including all  
28 conditions and limitations required by lender.  
29 (f) **BUYER AGREES TO INFORM ALL REAL ESTATE LICENSEES AND SELLERS WITH WHOM**  
30 **BUYER COMES IN CONTACT THAT BUYER IS A PARTY TO THIS EXCLUSIVE CONTRACT.**

31  
32 **5. BROKER'S OBLIGATIONS.**

- 33 (a) Perform the terms of this Contract, exercise reasonable skill and care for BUYER, and promote  
34 the interests of BUYER with the utmost good faith, loyalty and fidelity **unless** acting as a Transaction  
35 Broker, or as a Disclosed Dual Agent (**Missouri only**).  
36 (b) Seek a price and terms acceptable to BUYER.  
37 (c) Provide, at a minimum, the following services:  
38 (1) Accept delivery of and present to BUYER offers and counter offers to purchase the property  
39 the BUYER seeks to purchase;  
40 (2) Assist BUYER in developing, communicating, negotiating, and presenting offers, counter  
41 offers, and notices that relate to the offers and the counter offers until purchase agreement is  
42 signed and all contingencies are satisfied or waived; and  
43 (3) Answer BUYER'S questions relating to the offers, counter offers, notices, and contingencies.  
44 (d) In Missouri, BROKER shall not be obligated to continue to seek other properties while the client is  
45 a party to a Contract to purchase Property; however the BROKER must present all written offers to  
46 and from the client regardless of whether the client is a party to a purchase or not.  
47 (e) Disclose to BUYER all adverse material facts actually known (or should have known, in Missouri)  
48 by BROKER and advise BUYER to obtain expert advice as to material matters known by BROKER  
49 but the specifics of which are beyond the BROKER'S expertise.  
50 (f) Account in a timely manner for all money and property received.

Initials 

--	--

  
BUYER | BUYER

- 51 (g) Comply with all applicable federal, state, and local laws, rules and regulations, and ordinances,
- 52 including fair housing and civil rights statutes and rules and regulations.
- 53 (h) Not disclose any confidential information about BUYER unless: disclosure is authorized under this
- 54 Contract; disclosure is required by statute, rules or regulations; or failure to disclose would constitute a
- 55 material misrepresentation, or disclosure is necessary under Missouri law to defend the affiliated
- 56 licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a
- 57 professional committee.
- 58 (i) Disclose to BUYER and any Seller of Property all adverse material facts actually known (or should
- 59 have known, in Missouri) by BROKER including but not limited to material facts concerning BUYER'S
- 60 ability to perform under the terms of a sales contract and any facts actually known by BROKER that
- 61 were omitted from or contradict any information included in a written report regarding the physical
- 62 condition of the Property prepared by a qualified third party. In Missouri and in Kansas, law requires
- 63 persons who are convicted of certain crimes, including certain sexually violent crimes, to register with
- 64 the sheriff of the county in which they reside. If you, as the BUYER, desire information regarding those
- 65 registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at
- 66 <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office in Kansas. In Missouri, BUYER
- 67 should contact the sheriff of the county in which the Property is located.
- 68 (j) Assist with the closing of the sale of the Property.
- 69 (k) BROKER may show properties in which BUYER is interested to other prospective buyers without
- 70 breaching any duty or obligation to BUYER. BROKER may show other buyers the Property to which
- 71 BROKER shows BUYER and may assist competing buyers in attempting to purchase a particular
- 72 property. BROKER may search for properties in a Multiple Listing Service, and BROKER may, but is
- 73 not required to, conduct searches and/or inquiries from other sources.

74 **6. COMPENSATION TO BROKER.**

75 (a) BROKER shall be entitled to compensation for assisting and negotiating in the procurement of Property

76 acceptable to BUYER, or serving in disclosed dual agency (Missouri only) or transaction broker situations.

77 BROKER'S Sales Commission shall be comprised of a Fixed Commission and a Percentage Commission as

78 follows: A Fixed Commission of \$\_\_\_\_\_ ; and a Percentage Commission equal to the amount shown as the

79 "selling commission" in a multiple listing service or \_\_\_\_\_ % of the Purchase Price of the Property, which ever

80 is greater. In the event BUYER wishes to purchase a home that is not listed in a Multiple Listing Service,

81 BROKER will seek a written agreement from the Seller for payment of the Percentage Commission in the

82 amount of \_\_\_\_\_ % of the Purchase Price of the Property. If such an agreement cannot be obtained from

83 Seller, then BROKER shall notify BUYER in writing and BUYER agrees to either pay all of the balance of the

84 Sales Commission at the closing of the transaction, or forego the purchase of said home. If a selling incentive

85 is offered by Seller BUYER agrees that BROKER may accept same.

86 **BUYER understands and agrees that BROKER may be compensated by more than one party in the**

87 **transaction. BUYER hereby authorizes the party handling the closing to pay the Commission and**

88 **Other Compensation to BROKER from BUYER'S funds at closing. BROKER from BUYER'S funds**

89 **at closing.**

90 (b) Although this Contract primarily provides for BROKER to serve exclusively as BUYER'S Agent,

91 BUYER may also authorize the BROKER to serve as a Disclosed Dual Agent (**Missouri only**) or

92 Transaction Broker with regard to homes listed for sale by BROKER. **Carefully read the Paragraph**

93 **entitled "Brokerage Relationship Disclosure" in the Contract concerning this issue.**

94 (c) The BROKER'S fees shall also be deemed earned if BUYER or any person on BUYER'S behalf

95 procures any real property of the nature described herein within \_\_\_\_\_ calendar days after

96 termination of this Contract, which property BROKER, BROKER'S Agent or cooperating brokers

97 presented or submitted to BUYER during the term hereof and the description of which BROKER shall

98 have submitted in writing to BUYER, either in person or by mail within \_\_\_\_\_ calendar days after

99 termination of this Contract.

100

Initials 

--	--

  
BUYER | BUYER

101 (d) The **BROKER'S** fees shall also be deemed earned if the Property was presented to **BUYER**  
102 by someone other than **BROKER** or was actually seen by **BUYER** without the services or  
103 assistance of any broker, during the term of this Contract and **BUYER** shall have failed to  
104 disclose to **BROKER** the description of such property or to refer the presentation or  
105 submission to **BROKER**.

106 (e) **BUYER** shall be released and relieved of any obligation to pay the **BROKER'S** fees described  
107 herein, if through no fault on the part of the **BUYER**, the Seller fails to close the transaction. This  
108 provision shall not, however, relieve the Seller of any obligation to pay such fees as may be  
109 applicable. If such transaction fails to close because of any breach of the sale Contract on the part of  
110 **BUYER**, **BROKER'S** fees will not be waived, but will be due and payable by **BUYER** immediately.

111  
112 **7. BROKERAGE RELATIONSHIP DISCLOSURE. BUYER acknowledges receiving (a) the Broker**  
113 **Disclosure Form (in Missouri) on or before the signing of the Exclusive Buyer's Agency Agree-**  
114 **ment, or upon the licensee obtaining any personal or financial information, whichever occurs**  
115 **first; OR, (b) the Real Estate Brokerage Relationships Brochure (in Kansas) at the first practical**  
116 **opportunity. The Missouri "Form", or Kansas "Brochure" needs to be read by all consumers.**  
117 **BUYER** understands and agrees that **BROKER** can show any property which is available for sale, includ-  
118 ing properties which are listed with Sellers with whom **BROKER** has a brokerage relationship. **BROKER**  
119 shall notify **BUYER** and Seller of **BROKER'S** intention to represent both of them (**Disclosed Dual Agen-**  
120 **cy is available only in Missouri**), to represent neither but to assist both **BUYER** and Seller (Transaction  
121 Broker in both Kansas and Missouri), or designate an agent for the **BUYER** and another to represent  
122 Seller (Designated Agency in both Kansas and Missouri). **BUYER** understands that **BROKER** may show  
123 alternative properties not listed by **BROKER** to **BUYER** and may show all such properties for sale to  
124 other buyers without breaching any duty or obligation to **BUYER**.

125 • **Buyer Agency.** The **BUYER'S** agent represents **BUYER** only, so the Seller may be either unrepresent-  
126 ed or represented by another agent. The **BUYER'S** agent is responsible for performing the  
127 following duties: promoting the interests of **BUYER** with the utmost good faith, loyalty and fidelity;  
128 protecting **BUYER'S** confidences, unless disclosure is required by law; presenting all offers in a time-  
129 ly manner; advising **BUYER** to obtain expert advice; accounting for all money and property received;  
130 disclosing to **BUYER** all adverse material facts that the agent knows; disclosing to the Seller all  
131 adverse material facts actually known by the agent, including all material facts concerning **BUYER'S**  
132 financial ability to perform the terms of the transaction. The **BUYER'S** agent has no duty to: conduct  
133 an independent investigation of **BUYER'S** financial condition for the benefit of the Seller; inde-  
134 pendently verify the accuracy or completeness of statements made by **BUYER** or any qualified third  
135 party.

136 • **Transaction Broker. (Kansas and Missouri).** **BUYER** acknowledges that **BROKER** may have  
137 clients who have retained **BROKER** to represent them in the sale of property. If the property owned  
138 by one of these clients is one in which **BUYER** becomes interested in making an offer, **BROKER**  
139 would be in the position of representing **BUYER** and the Seller in the same transaction. Unless  
140 designated agents have been appointed as provided below, this representation would constitute a  
141 dual agency (**Missouri only**). With the informed consent of both **BUYER** and the Seller, **BROKER**  
142 may act as a Transaction Broker. As a Transaction Broker, **BROKER** would assist the parties with  
143 the real estate transaction without being an agent or advocate for the interests of either party. A  
144 Transaction Broker has the duty to perform the terms of any written or oral agreement made with any  
145 party to the transaction; to exercise reasonable skill, care and diligence as a Transaction Broker,  
146 including but not limited to: presenting all offers and counter offers in a timely manner regardless of  
147 whether the Property is subject to a Contract for sale or lease or a letter of intent; keeping the parties  
148 fully informed regarding the transaction and suggesting that such parties obtain expert advice as to  
149 material matters about which the Transaction Broker knows but the specifics of which are beyond the  
150 expertise of such broker; accounting in a timely manner for all money and property received;

151

Initials 

--	--

  
BUYER | BUYER

152 disclosing to each party to the transaction any adverse material facts of which the Transaction Broker  
153 has actual notice or knowledge; and assisting the parties in complying with the terms and conditions  
154 of any Contract. The parties to a transaction brokerage transaction shall not be liable for any acts of  
155 the Transaction Broker. The following information shall not be disclosed by a Transaction Broker  
156 without the informed consent of the party or parties disclosing such information to the Transaction  
157 Broker: that BUYER is willing to pay more than the Purchase Price offered for the Property; that a  
158 Seller is willing to accept less than the asking price for the Property; what the motivating factors are  
159 for any party buying, selling or leasing the Property; that a Seller or BUYER will agree to financing  
160 terms other than those offered; any confidential information about the other party, unless disclosure  
161 of such information is required by law, statute, rules or regulations or failure to disclose such  
162 information would constitute fraud or dishonest dealing. **A separate Transaction Broker**  
163 **Addendum must be signed by all parties when this arrangement is used.**

164 • **Subagency-Agency.** A Subagent is the agent of an agent. A Subagent owes the same obligations  
165 and responsibilities as the agent.

166 • **Disclosed Dual Agency. (Missouri only)** BROKER may have clients who have retained BROKER  
167 to represent them in connection with the sale of property. If a Seller represented by BROKER has  
168 property in which BUYER becomes interested in making an offer, BROKER is in the position of  
169 representing both BUYER and Seller in that transaction. This representation, known as dual agency,  
170 can create inherent conflicts of interest. A Dual Agent shall be a limited agent for both BUYER and  
171 Seller and shall have the duties of BUYER'S or Seller's agent except that a Dual Agent may disclose  
172 any information to one client that the licensee gains from the other client if the information: (1) is  
173 material to the transaction unless it is confidential information that has not been made public or; (2)  
174 becomes public by the words or conduct of the client to whom the information pertains or; (3) is  
175 obtained from a source other than the licensee. A Dual Agent may not disclose, without the consent  
176 of the client to whom the information pertains: that BUYER is willing to pay more than the Purchase  
177 Price offered for the Property; that a Seller is willing to accept less than the asking price for the  
178 Property; what the motivating factors are for any client, buying or selling the Property; that a client will  
179 agree to financing terms other than those offered and/or the terms of any prior offers or counter offers  
180 made by any party. A Dual Agent shall not disclose to any other client any confidential information  
181 about the other client unless the disclosure is required by statute, rules or regulations or failure to  
182 disclose the information would constitute a misrepresentation or unless disclosure is necessary to  
183 defend the affiliate licensee against an action of wrongful conduct in any administrative or judicial  
184 proceeding or before a professional committee. **A separate Disclosed Dual Agency Amendment**  
185 **must be signed by BUYER and Seller when this form of agency is used.**

186 • **Designated Agency.** A Designated Agent is a licensee affiliated with BROKER who has been  
187 designated by BROKER, or BROKER'S authorized representative, to act as the agent of a Buyer  
188 represented by BROKER or a Seller represented by BROKER to the exclusion of all other affiliated  
189 licensees of BROKER. The use of a Designated Agent is an alternative to a Disclosed Dual Agency  
190 in Missouri or a Transaction Broker in Kansas or Missouri. A Designated Buyer's Agent will perform  
191 all of the duties of a Buyer's Agent.

192 **If a Designated Agent is appointed to represent BUYER,** BUYER understands and agrees  
193 that:

194 (1) The Designated Agent will perform all of the duties of the BUYER'S Agent and will be  
195 BUYER'S legal agent to the exclusion of all other licensees affiliated with BROKER.

196 (2) Another licensee with the BROKER may act as a Designated Agent for a Seller in  
197 BUYER'S purchase of the Property.

198 (3) The supervising broker (or branch broker, if applicable) will act as a Transaction Broker and  
199 will not advocate for the interests of either party and will not, without prior consent of both  
200 parties, disclose any information or personal confidences about a party which might place the  
201 other party at an advantage. The supervising broker (or branch broker, if applicable) may  
202 appoint an affiliated licensee to act in the transaction as a Transaction Broker.

Initials 

--	--

  
BUYER | BUYER

203 (4) If the Designated Agent for BUYER is also the Designated Agent of a Seller, the  
204 Designated Agent cannot represent both BUYER and Seller. With the informed consent of  
205 both the BUYER and Seller, the Designated Agent may act as a Transaction Broker and assist  
206 the parties with the real estate transaction without being an agent or advocate for the interests  
207 of either party.

208 (5) If BUYER is represented by a Designated Agent of BROKER and wants to see property  
209 which was personally listed by the supervising broker, the supervising broker, with the written  
210 consent of the Seller, may specifically designate an affiliated licensee who will act as the  
211 Designated Agent for Seller.

212  
213 **8. BROKERAGE RELATIONSHIPS CONFIRMATION.** Unless otherwise provided herein, BUYER  
214 authorizes the designated broker to cooperate with and receive compensation from other brokers.  
215 BUYER consents to the following (*Check applicable boxes*):

- 216  
217 Not Available BUYER consents to Buyer Agency.  
218  Yes  No BUYER consents to a Transaction Broker and agrees, if applicable, to sign a  
219 Transaction Broker Addendum.  
220 Not Available BUYER consents to Subagency.  
221  Yes  No BUYER consents to Dual Agency and agrees, if applicable, to sign a Disclosed Dual  
222 Agency Amendment. (**Missouri Only**)  
223  Yes  No BUYER consents to Designated Agency. (**In Kansas, Supervising**  
224 **Broker acts as a Transaction Broker**)  
225  Yes  No BUYER consents to the appointment of a Designated Agent for a Seller in BUYER'S  
226 purchase of the Property. (**In Kansas, Supervising Broker acts as a Transaction**  
227 **Broker**)  
228

229 **9. COST OF SERVICES OBTAINED FROM OUTSIDE SOURCES.** BROKER shall not obtain or order  
230 products or services from outside sources unless BUYER agrees in writing to pay for the same  
231 immediately when payment is due. Examples of such outside sources would include, but are not limited  
232 to, surveys, soil tests, title reports, engineering studies, or inspections.  
233

234 **10. DISCLOSURE OF BROKER'S ROLE.** At the time of every initial contact, BROKER shall inform all  
235 prospective Sellers and their agents with whom BROKER negotiates pursuant to this Contract that  
236 BROKER acts on behalf of BUYER. BUYER authorizes BROKER to cooperate with other brokers and  
237 sales agents and share in any compensation due under this Contract.  
238

239 **11. BUYER'S IDENTITY.** Unless otherwise expressly requested in writing, BROKER has BUYER'S  
240 permission to disclose BUYER'S identity to third parties without prior written consent of BUYER. BUYER  
241 additionally agrees to provide BROKER, upon request, relevant personal and financial information to  
242 assure BUYER'S ability to acquire property described above.  
243

244 **12. OTHER POTENTIAL BUYERS.** BUYER understands that other potential buyers may consider,  
245 make offers on, or purchase through BROKER the same or similar properties as BUYER seeks to  
246 acquire. BUYER consents to BROKER'S representation of such potential buyers before, during and after  
247 the expiration of this Contract. In such a situation, BROKER will not disclose to any buyer the terms of  
248 another buyer's offer.  
249

250 **13. NON-ASSIGNMENT OF CONTRACT.** BUYER and BROKER understand and agree that the  
251 relationship created by this Contract is a personal one and that neither BUYER nor BROKER shall have  
252 the right to assign this Contract to third parties.

Initials 

--	--

  
BUYER | BUYER

