EXCLUSIVE BUYER AGENCY AGREEMENT
New Hampshire Association of REALTORS® Standard Form

REALTOR® Equal Housing Opportunity

1. The undersigned **BUYER** (including personal representatives, administrators and assigns), BOB BUYER ("**BUYER**"), hereby appoints ABC REALTY (**"AGENCY"**), on this date, 12/2/2008 as Buyer's Exclusive Agent for the purpose of assisting **BUYER** in purchases, options, exchanges, leases or trades of property generally described as:
DESCRIPTION (GENERAL FEATURES DESIRED): 3 BEDROOM SINGLE FAMILY HOUSE
LOCATION: MANCHESTER, NH
Said purchase, lease or exchange of property should be in the price range of $ 300,000 - $400,000.

2. **EFFECT OF EXCLUSIVE BUYER AGENCY AGREEMENT.** By appointing **AGENCY** as **BUYER'S** exclusive agent, ***BUYER agrees to conduct all business and negotiations for property through AGENCY***, and to refer to **AGENCY** all inquiries received from real estate brokers, salespersons, prospective sellers, lessors, or any other source during the time this Agreement is in effect. **BUYER** agrees to pay **AGENCY** a fee for professional services in the amount of $ 500.00 or 2 % of the purchase price if **BUYER** or any person or entity acting on **BUYER'S** behalf purchases, options, exchanges, leases or trades any property, through the efforts of anyone including **BUYER**, where an agreement was entered into during the term of this Agreement. **BUYER** will also pay the fee to **AGENCY** if **BUYER** or any other person or entity acting on **BUYER'S** behalf purchases any property where 1) an agreement to purchase the property was entered into within 4 months after the expiration or rescission of this Agreement or any extensions or renewal thereof and, 2) **BUYER** was introduced to the property by **AGENCY** unless **BUYER** has entered into an Exclusive Buyer Agency Agreement with another licensed broker. If seller's agent is authorized to disburse a portion of the commission to **AGENCY**, that portion shall be credited against **BUYER'S** obligation to compensate **AGENCY**. **BUYER** shall be obligated to pay any difference between the amount due and the amount paid by the seller and/or seller's agent. **BUYER** understands and agrees that the commission payable by **BUYER** to **AGENCY** under this Agreement shall be deemed earned by **AGENCY** and payable upon **BUYER'S** purchase, option, exchange, lease or trade of real estate whether or not **AGENCY** was involved in the transaction. **AGENCY'S** fee shall be disbursed at closing by the settlement agent.

3. **THIS AGREEMENT SHALL BE IN EFFECT FROM** DECEMBER 2, 2008 through MAY 31, 2009. Upon full execution of a contract for sale and purchase of the property, all rights and obligations of this Agreement will extend through the date of closing as specified in the Purchase and Sales Agreement and Deposit Receipt. Upon signing this Agreement, **BUYER** shall pay $ 2,000.00 to retain **AGENCY'S** services during this period. This retainer is nonrefundable and is earned when paid. In the event of a transaction by **BUYER** under the terms of this Agreement, the retainer fee will be applied as a credit against the total earned commission due **AGENCY**.

4. **BUYER'S OBLIGATION. BUYER** will cooperate with **AGENCY** by providing all information necessary to evaluate **BUYER'S** needs and qualifications, including personal financial information, cooperation in scheduling appointments for showings, and **by notifying other licensees at first contact that BUYER is being exclusively represented by AGENCY.**

5. **AGENCY'S REPRESENTATION AND SERVICE**. **AGENCY** will utilize professional knowledge to make a good faith effort to locate available real property as described by **BUYER** in the property description above. **AGENCY** will assist **BUYER** throughout the transaction and will act at all times in **BUYER'S** interest. At time of initial contact, **AGENCY** shall inform all prospective sellers and their agents with whom **AGENCY** has contact in connection with this Agreement that **AGENCY** is acting on behalf of a Buyer-principal. (*As required by Rea 701.01(b) of the NH Real Estate Commission Regulations*).

6. **AGENCY'S ROLE. BUYER** acknowledges that **AGENCY** is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector or other professional service provider. **BUYER** has been advised to seek professional advice concerning the condition of the property and legal and tax matters. It is understood and agreed by **BUYER** that **AGENCY** may provide names of service providers or products as one of a number of choices available to **BUYER**. **AGENCY** shall not be liable for any action, inaction, failure, negligence, error or omission of a service provider or product.

7. **DISCLOSED DUAL AGENCY. BUYER** acknowledges that real estate agents may represent both the buyer and seller in a transaction but only with the knowledge and written consent of both the buyer and seller. If the agent obtains written consent to represent both **BUYER** and the seller, there is a limitation on agent's ability to represent either party fully and exclusively. Information obtained within the confidentiality and trust of the fiduciary relationship with one party must NOT be disclosed to the other party without prior written consent of the party to whom the information pertains.

BUYER(S) INITIALS _____/_____ **AGENCY** _____/_____

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If BUYER wishes to view properties listed by the BUYER agent or the BUYER agent's company, the potential for dual agency exists.

☐ BUYER hereby consents to dual agency showings. If Buyer is further interested in a particular listing of the Agency, a separate Dual Agency Informed Consent Agreement will need to be signed prior to preparation of an offer.

BUYER DATE BUYER DATE

☐ At this time, BUYER does not consent to dual agency showings.

BUYER DATE BUYER DATE

☐ Not applicable - Agency does not practice dual agency.

8. **OTHER BUYERS.** Other potential buyers may be interested in the same properties as **BUYER**; it is agreed that **AGENCY** may represent those buyers whether such representation may arise prior to, during, or after the end of this Agreement. In such a situation **AGENCY** will not disclose to either buyer the terms of the other's offer however, sellers or sellers' representative may not treat the existence of terms or conditions of offers as confidential unless confidentiality is required by law, regulation, or by any confidentiality agreement between the parties. A Buyers' and Sellers' Guide to Multiple Offer Negotiations is available at www.nhar.org or by calling the New Hampshire Association of REALTORS® at (603) 225-5549.

9 **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and any prior agreements, whether oral or written, have been merged and integrated into this Agreement.

10. **ADDITIONAL PROVISIONS**

THIS SERVICE IS OFFERED PURSUANT TO FAIR HOUSING REGULATIONS, WITHOUT RESPECT TO RACE, COLOR, RELIGION, SEX, MENTAL AND OR PHYSICAL DISABILITY, FAMILIAL STATUS, SEXUAL ORIENTATION, OR NATIONAL ORIGIN. (I) (WE) HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

BUYER DATE BUYER DATE

ADDRESS ADDRESS

CITY / STATE / ZIP CITY / STATE / ZIP

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AGENCY BY TITLE DATE

ADDRESS CITY / STATE / ZIP

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