



## Buyer Agency Agreement Broker Representation of Buyer in Maryland and the District of Columbia

This Agreement is made on \_\_\_\_\_ between \_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Broker") which assigns \_\_\_\_\_ as Agent of the Broker, ("Agent").

In consideration of services and facilities, the Broker is hereby granted the right to represent the Buyer in the purchase, option, or exchange of real property or cooperatives (the "Property"). The term Seller shall include optioner and exchanger. The term Buyer shall include optionee and exchangee.

**1. AGENCY:** The State of Maryland and the District of Columbia have each adopted specific laws governing the disclosure of agency relationships and dual agency (i.e., the situation where the listing and selling agents are associated with the same broker). For this reason, all applicable jurisdictional agency disclosure forms have been made available to Buyer who acknowledges receipt of those checked below:

**Maryland**

- Understanding Whom Real Estate Agents Represent
- Consent For Dual Agency
- Notification of Dual Agency Within a Team

**Washington, DC**

- Consent for Dual Representation and Designated Representation

**2. DUAL AGENCY:** In the event of dual agency, when either the Buyer or Broker declines to consent in writing to Dual Agency, either party may terminate this Agreement by written notice to the other party.

**3. PROPERTY SOUGHT BY BUYER:** The property shall substantially meet the following requirements:

- |  |  |
|--|--|
| <input type="checkbox"/> Maryland Residential Property | <input type="checkbox"/> Washington, DC Residential Property |
| <input type="checkbox"/> Maryland Commercial Property  | <input type="checkbox"/> Washington, DC Commercial Property  |

**4. BUYER RESPONSIBILITIES:**

- A. Exclusive Relationship with Broker:** Buyer will work exclusively with Broker during the term of this Agreement.
- B. Financial Information:** Buyer will furnish Broker with necessary financial and personal information to reasonably establish Buyer's ability to purchase property.
- C. Signs or Advertisements for Property:** If Buyer sees any signs or advertisements for Properties being offered for sale, Buyer will not contact the Seller or agent of the Seller but will first contact Agent named herein, who will provide information about the Property and then make arrangements to see them.
- D. Public Open Houses:** In the event Buyer elects to visit an open house without Buyer's Agent named above, the Buyer agrees to notify party representing the Seller of this signed Buyer Agency agreement with Broker and Agent listed above.
- E. New Home Builders and Open Houses:** In order to avoid the possibility of confusion over the agency relationship and misunderstandings about liability for compensation, Buyer agrees not to make a first visit to any new home builder's model nor contact any other agents representing Sellers of new homes without being accompanied by Agent.

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5. **BROKER RESPONSIBILITIES:** The Agent and Broker agree to:

- A. Use professional knowledge and skills to locate and present real property, which is available for purchase and suitable for the Buyer's needs.
- B. Assist Buyer through the process of property acquisition.
- C. Represent the interests of the Buyer in all negotiations and transactions regarding the acquisition of real property.

6. **BROKER COMPENSATION:**

A. **Advance Fee:** Upon all parties signing this Agreement, Buyer has paid an advance fee of \$ \_\_\_\_\_ to retain the services of Broker. This advance fee will be placed in the Broker's non-interest bearing escrow account in accordance with the law of the appropriate jurisdiction and will be credited against the gross fee (see 6B below) to be paid in accordance with the terms hereof.

B. **Payment to Broker by Flat Fee and/or Percentage of Sales Price:**

Buyer agrees that Broker shall receive a Broker's Fee ("Broker's Fee") of \_\_\_\_\_ % of the sale price or \$ \_\_\_\_\_ (strike one) and an additional flat fee in the amount of \$ \_\_\_\_\_ at the Settlement of any Property purchased, or contracted to be purchased during the term of this Agreement. Further, such Broker's Fee shall be paid if a Property is purchased by Buyer within \_\_\_\_\_ days after the "Expiration Date" or after termination of this Agreement (the "Protection Period"), unless a valid Buyer Agency Agreement is entered into during the term of said Protection Period with another licensed real estate broker.

C. **Fee Paid By Seller:** In most cases, the Seller pays Broker's Fee, but in the event Seller does not pay any or all of this amount due, the Buyer hereby agrees to pay any and all remaining Broker's Fee due to the Buyer's Broker. Furthermore, Buyer agrees to pay the additional flat fee identified above in the amount of \$ \_\_\_\_\_ at Settlement regardless of any Seller payment of commissions.

The disclosure of any portion of the Broker's Fee being paid by the Seller, if any, is generally made as follows:

- 1) When Broker is offered compensation as a portion of the commission offered in MRIS by the Listing Broker to a Buyer's Broker, (in the "Buyer Agent Compensation" field or as abbreviated in listing print outs), the Contract of Sale authorizes the settlement entity to pay that portion to the Broker;
- 2) Where property is not listed by MRIS, an Addendum to a contract to purchase would specify payment of compensation to the Broker from the Seller; or
- 3) Where a new home builder makes an offer of compensation in a registration form or other document, the builder's Contract of Sale would specify payment of compensation to the Broker by the builder.

Broker is authorized to receive all or a portion of the fee from the Listing Broker or Seller and any such amounts shall be applied toward Buyer's obligation under 6B. The amount of any such payment made by Seller or Listing Broker shall be with the Seller's and Buyer's prior knowledge and consent and shall in no way affect the obligation of the Buyer's Agent to act on behalf of the Buyer in the transaction.

D. **Difference between offers of compensation and amount agreed upon with Broker:** In the event the amount of compensation offered by the Listing Broker or a Seller, as provided in Paragraph 6C, is less than the amount as specified in Paragraph 6B, Buyer agrees to pay the difference between the amount offered by the Listing Broker and/or the Seller and the amount which Buyer has agreed to pay to Broker pursuant to Paragraph 6B. In the event the amount of compensation offered to Broker by a Listing Broker and/or Seller is in an amount greater than that specified in Paragraph 6B, then, in such event, Buyer authorizes Broker to receive such compensation and to retain any such additional compensation without pro ration or rebate to Buyer.

E. **Payment of Broker's Fee:** Payment of Broker's Fee is due at Settlement, unless Buyer, after contract acceptance, fails to perform or is otherwise in default of the sales contract or executes a release to which the Broker is not a party of the sales contract after all contingencies hereunder have been removed. In such case, the Broker's entire fee is due no later than the agreed Settlement Date.

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**F. Default by Seller:** If Buyer enters into a Contract with a Seller during the original term of this Agreement, and Seller subsequently defaults, then the original term of this Agreement is extended by the number of days property was under contract.

**7. DISCLAIMER AND LIMITATIONS:**

**A. Limitations of Broker's Ability:** Buyer acknowledges that Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, certified home inspector or other professional service provider. Buyer has been advised to seek professional advice for legal, tax and other matters.

**B. Representation of Other Buyers:** Buyer acknowledges that the Broker may represent other Buyers and that other potential Buyers may consider, make offers on, or purchase properties through Broker. Buyer consents to Broker's representation of other Buyers before, during, and after the expiration of this Agreement.

**C. Subsequent Offers:** Upon receipt by Broker of a ratified contract to purchase pursuant to this Buyer Agency Agreement, Broker shall have no further obligation hereunder to procure any subsequent Properties for Buyer.

**D. Ministerial Acts:** Buyer agrees that Broker may perform ministerial acts for the Seller. A ministerial act is a routine act that does not involve discretion or the exercise of the Broker's own judgment.

**E. Confidentiality of Offers:** Buyer acknowledges the possibility that Seller or Seller's representatives may not treat the existence, terms or conditions of the Buyer's offer as confidential information.

**8. GENERAL PROVISIONS:**

**A. Laws and Regulations:** Buyer acknowledges that Broker must comply with federal, state and local laws and regulations as well as real estate licensing laws and regulations of either the District of Columbia or the State of Maryland.

Buyer understands that, as a REALTOR®, Broker must adhere to the Code of Ethics promulgated by the NATIONAL ASSOCIATION OF REALTORS®.

**B. Delivery:** Delivery or Delivered means hand carried, sent by overnight delivery service, sent by wired or electronic medium which produces a tangible record of the transmission (such as telegram, mailgram, telecopier, or "Fax", email which includes an attachment with an actual copy of the executed instruments being transmitted, or U.S. Postal mailing). In the event of overnight delivery service, Delivery will be deemed to have been made on the next business day following the sending, unless earlier receipt is acknowledged in writing. In the event of U.S. Postal mailing, Delivery will be deemed to have been made on the third business day following the mailing, unless earlier receipt is acknowledged in writing.

**C. Notice:** This agreement shall be deemed enforceable when it and all addenda and any modifications thereto have been signed, initialed where required by Buyer and Broker (or Supervising Manager), and Delivered to the other party.

**D. Paragraph Headings:** The Paragraph headings in this Agreement are for reference and convenience only, and do not define or limit the intent, rights or obligations of the parties.

**E. Definitions:** The singular shall include the plural, the plural the singular, and the use of either gender shall include the other gender.

**9. TERM & TERMINATION:** This Agreement commences when signed and expires at 11:59 p.m. on \_\_\_\_\_ ("Expiration Date"), unless extended in writing, or unless earlier terminated as herein provided. If a Contract of Sale is entered into by Buyer during the Buyer Agency Term, which provides for settlement to occur after the expiration of the Buyer Agency Term, this Agreement shall be automatically extended until settlement has occurred or until the Contract of Sale is released in writing by the parties.

**A. District of Columbia Properties:** This agreement may be terminated prior to the expiration date only by mutual written agreement of the Parties.

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**B. Maryland Properties:** Subject to the obligation of the Buyer to pay a fee to Broker upon the termination of this Agreement as set forth in the Broker Compensation Paragraph, this Agreement may be terminated prior to the Expiration Date by either party Delivering \_\_\_\_\_ days advance Notice to the other. In the event Buyer wishes to terminate this Agreement prior to the end of the Buyer Agency Period, Buyer shall compensate Broker \$ \_\_\_\_\_.

**10. ELECTRONIC SIGNATURES:** In accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign (the Act), and other applicable local or state legislation regarding Electronic Signatures and Transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures, by utilizing a digital signature service, as an additional method of signing and/or initialing this Agreement and Contract(s) procured hereunder.

Buyer: \_\_\_\_\_ / \_\_\_\_\_

Broker/Supervising Manager: \_\_\_\_\_ / \_\_\_\_\_

**11. ADDITIONAL PROVISIONS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**12. AGREEMENT AND RECEIPT:** This document and attachments contain the full and entire Agreement between Buyer and Broker and supersede any prior or contemporaneous agreements, if any, whether written or oral between the parties, including all agency disclosures referred to in Paragraph 1, Agency. Each acknowledges receipt of a copy of this Agreement.

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Buyer Broker (name of Real Estate firm)

\_\_\_\_\_  
Buyer Date

By: \_\_\_\_\_  
Broker/Supervising Manager Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Agent of Broker Date

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone Email