



EXCLUSIVE RIGHT TO REPRESENT BUYER OR TENANT AGREEMENT

- 1) **Exclusive Right Appointment:** _____
("Buyer/Tenant") appoint _____ ("Broker")
as your exclusive Broker/Agent to assist you to locate and purchase, exchange or lease real property acceptable to you and generally described as land or residential property including common interest communities and (not applicable if blank) _____ (the "Property").
- 2) **Geographical Area:** This authorization shall apply to the entire State of Connecticut unless limited as follows:

- 3) **Term of Authorization:** This authorization is in effect from _____ to _____ inclusive, or through the closing date of a pending transaction wherein I/we represents you.
- 4) **As Authorized by Agreement, We will:**
 - a) Keep your personal information confidential
 - b) Attempt to locate a Property.
 - c) Negotiate on behalf of you for terms and conditions agreeable to you.
 - d) Assist you in the purchase, exchange or lease, of the Property.
 - e) Act in interest of you regarding the location and purchase, exchange or lease of the Property.
- 5) **Buyer's/Tenant's Duties:**
 - a) Tell Broker about all past and current contacts with any real property or any other real estate agents.
 - b) Cooperate with Broker and be reasonable available to examine real property.
 - c) If financing is required, seek a pre-approval letter from financial institution.
 - d) Agree to pay costs and attorney's fees that we may incur to collect any monies due to us under this Authorization.

You acknowledge that there are certain issues when purchasing real estate which require consultation with your attorney, tax advisor, building inspector, Town and State agencies or other experts. These issues may include (but are not limited to) the following: psychologically impacted properties, contractual obligations, environmental hazards, flood zones, property boundaries and easements, permits, zoning or building code compliance, and questions concerning schools.

- 6) **Other Terms and Conditions – You (Buyer/Tenant):**
 - a) Agree that I/we may represent other buyers and sellers.
 - b) Understand and agree that I/we may also become a seller's or landlord's agent for the Property. In that event Broker would become dual agents, representing both you and the seller/landlord. If this situation should arise, I/we will promptly disclose all relevant information to you including designated agency.
 - c) Recognize that I/we may share and disclose information to you with other agents who offer real property to Broker, which disclosure is (1) not inconsistent with our duty of confidentiality to you, and (2) subject to the limitations of paragraph 6b hereof.
 - d) Agree that I/we may enforce this Agreement against you, and against heirs, administrators, executors and assigns. This Agreement comprises our entire Agreement; it may only be modified or discharged in writing signed by you and me/us.
 - e) Understand that I/we may use an electronic record, including fax or email, to make and keep this Agreement. Electronic transmission of this Agreement, containing original or copy signatures, shall be binding on both you and me/us. By signing this Agreement, you acknowledges a copy of it.
 - f) By giving written notice to me/us, you may withdraw consent to have a record of this Agreement provided or made available in electronic form, but you may not withdraw your consent to the Agreement itself once it has been signed. I/we will provide you with a paper copy of this Agreement upon written request by you to the address set forth below.
 - g) You will inform Broker, in writing, of any change in your email address or fax at our address set forth below. You consent to receive electronic transmissions from us at the fax number and/or email address set forth below.



NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMENSATION IS NOT FIXED BY LAW. IT IS SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN YOU AND THE BROKER.

7) **Fees:** In consideration of the services provided hereunder, you agree to compensate me/us the fee(s) checked below:

IMPORTANT - CHECK ALL THAT APPLY. ANY SECTION NOT FILLED IN IS INAPPLICABLE.

- FEES WHEN BUYING/LEASING LISTED PROPERTY.** We will only show you property that is either listed with our firm or with another brokerage firm through multiple listing services. You are not obligated to pay me/us directly as I/we will collect Broker's professional service fee through the listing broker or agent as consideration for services provided. You may not see all properties available for sale or lease, depending on whether it is listed with a broker. I/we are not obligated to prospect for you or find property that is not listed with Broker's firm or with another real estate broker.
- FEES WHEN BUYING/LEASING PROPERTY LISTED OR NOT LISTED.** I/we will show you all properties that meet specification and come to my/our attention whether such property is listed or not. This includes properties for sale (or lease) by owner and other properties we find through prospecting. I/we will tell you whether the property is listed or not before you see the property. If the Property you wish to buy/lease is listed, the provisions of subparagraph 7 (A) 1. Above shall apply.

If the property is not listed, you will be obligated to pay Broker's profession service fee calculated as follows:

- (a) You will pay me/us a professional service fee of \$ _____ or _____ % of the purchase price/first year's rent of the property purchased/leased to you, or of the value of the property obtained by you in an exchange.
- (b) _____
- (c) I/we shall earn the professional service fee if you (i) enter into a contract for the purchase, lease or exchange of real property during the term of this Agreement and all material conditions have been met or are subsequently met; or (ii) You are introduced or takes occupancy to real property during the term of this Agreement and obtains title to or leases such property within _____ after the expiration of this Agreement, provided however, no fee will be due and payable under this paragraph if you sign an exclusive Agreement or Authorization with another real estate broker after the expiration of this Agreement.
- (d) I/we will attempt to obtain payment of all or any part of this fee from the seller or landlord of the Property or other authorized entity. You agree to help and cooperate with me/us in obtaining payment of all or any part of this fee from the seller or other party. If the seller or landlord offers Broker a professional service fee in excess of the amount stated in the Section, you agree that we may accept this amount as Broker's fee.
- (e) You will pay me/us the Broker's professional service fee no later than the date on which title to real property is transferred or a lease is executed for the property.

8) **STATEMENTS REQUIRED BY LAW: THE REAL ESTATE BROKER MAY BE ENTITLED TO CERTAIN LIEN RIGHTS PURSUANT TO SUBSECTION (D) AND SUBSECTION (E-Q) OF SECTION 20-325A OF THE CONNECTICUT GENERAL STATUTES. THIS AUTHORIZATION IS SUBJECT TO THE CONNECTICUT GENERAL STATUTES PROHIBITING DISCRIMINATION IN COMMERCIAL AND RESIDENTIAL REAL ESTATE TRANSACTIONS. (C.G.S. TITLE 46A CHAPTER 814C). IT IS UNLAWFUL UNDER FEDERAL AND STATE LAW TO DISCRIMINATE ON THE BASIS OF RACE, CREED, COLOR, RELIGION, NATIONAL OR ETHNIC ORIGIN, ANCESTRY, SEX, MARITAL STATUTES, AGE SEXUAL ORIENTATION, LEARNING DISABILITY, PHYSICAL OR MENTAL HANDICAP, DISABILITY, DISORDER OR RETARDATION (INCLUDING BUT NOT LIMITED TO BLINDNESS OR DEAFNESS), FAMILIAL STATUS (FAMILIES WITH CHILDREN UNDER 18) AND LAWFUL SOURCE OF INCOME IN THE ACQUIRING OR DISPOSITION OF REAL PROPERTY.**



Brokerage Name: _____

Address: _____

Authorized Representative Signature: _____ Date: _____

Buyer/Tenant Signature: _____ Date: _____

Buyer /Tenant Signature: _____ Date: _____

Address: _____

Email Address: _____

Fax Number: _____ Cell Phone: _____

Home Phone: _____ Office Phone: _____

THIS IS A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

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