EXCLUSIVE RIGHT TO REPRESENT BUYER

Buyer Agency Agreement

[Consult "Guidelines" (Form 201G) for guidance in completing this form]

| STATE OF NORTH CAROLINA, County of | , Date | · |
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| hereby employsexclusive agent ("Agent") to assist the Buyer in the acquisition of rexchange on terms and conditions acceptable to Buyer. | | ("Buyer"), me] as the Buyer's chase, option and/or |
| Buyer represents that, as of the commencement date of this Agree agreement with any other Agent. Buyer has received a copy of the reviewed it with Agent. Buyer further represents that Buyer has the type described in paragraph 1 below that Buyer has visited at any destate agent. | the "Working with Real Estate Agents' disclosed to Agent information about a | brochure and has ny properties of the |
| 1. TYPE OF PROPERTY: (a) General Location: Residential (improved and unimproduce of the content of the cont | roved) | nimproved) |
| (b) Other: 2. DURATION OF AGENCY: Agent's authority as Buyer's exclusive subject to paragraph 4, shall expire at midnight, type described in paragraph 1, whichever occurs sooner. 3. EFFECT OF AGREEMENT: Buyer intends to acquire real proper Buyer's exclusive Agent, Ruyer agrees to conduct all negotiations for a received in any form from other agents, sadespersons, prospective settleffect. [Instructions: Initial only ONE] In the event Buyer wishes to consider a property lister agent, representing both Buyer and Seller, subject Addendum: Buyer does NOT authorize Agent to act in the capacit | , or when Buyer acquires on the type described in paragraph 1. By such property through Agent, and to refer to there or any other source, during the time ed with the Agent's firm, Buyer authorizes and to the terms and conditions of the att | y employing Agent as to Agent all inquiries this Agreement is in |
| 4. COMPENSATION OF AGENT:(a) Agent acknowledges receipt of a non-refundable retainer fee in the be credited toward any compensation due Agent under this Agreen | | h □shall □ shall not |
| (b) Except as otherwise provided below, Agent shall seek compensation offer of compensation in MLS or otherwise) or from the seller if entitled to receive same in consideration for Agent's services here offered by either the listing firm or the seller, then Buyer agrees to | f there is no listing firm, and Buyer agrees eunder. If Buyer purchases property where | s that Agent shall be |
| (insert dollar amount, percentage of purchase price, or other me property the Buyer may purchase). If the compensation offered by above, Buyer agrees to pay Agent the difference. If additional coetc.) is offered through the MLS or otherwise, Buyer will perm forth above. | by the listing firm or seller is less than the compensation and/or a selling incentive (| ompensation inserted bonus, trip, money, |
| 1 of | 3 | |

REALTOR®

North Carolina Association of REALTORS®, Inc.

Buyer Initials _____ Agent Initial _____



| 4. COMPENSATION OF AGENT (continued): (c) The compensation shall be deemed earned under any of the following circumstances: i. If, during the term of this Agreement, Buyer, any assignee of Buyer or any person/legal entity acting on behalf of Buyer directly or indirectly enters into an agreement to purchase, option, and/or exchange any property of the type described above regardless of the manner in which Buyer was introduced to the property; or ii. If, within days after expiration of this Agreement, Buyer enters into a contract to acquire property introduced to Buyer during the term of this Agreement by Agent or any third party, unless Buyer has entered into a valid buyer agency agreement with another real estate agent; or iii. If, having entered into an enforceable contract to acquire property during the term of this Agreement, Buyer defaults under the terms of that contract. |
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| (d) The compensation will be due and payable at closing or upon Buyer's default of any purchase agreement. If Buyer defaults, the total compensation that would have been due the Agent will be due and payable immediately in each from the Buyer. No assignment of rights in real property obtained for Buyer or any assignee of Buyer or any person/legal entity acting on behalf of Buyer pursuant to this Agreement shall operate to defeat any of Agent's rights under this Agreement. Notice: Buyer understands and acknowledges that there is the potential for a conflict of interest generated by a percentage of price based fee for representing Buyer. The amount, format or rate of real estate commission is not fixed by law, but is set by each broker individually, and may be negotiable between Buyer and Agent. |
| 5. DISCLOSURE OF BUYER'S IDENTITY: Unless otherwise stated in Paragraph 12 below Agent has Buyer's permission to disclose Buyer's identity. |
| 6. OTHER POTENTIAL BUYERS: Boyer understands that other prospective purchasers represented by Agent may seek property, submit offers, and contract to purchase property through Agent including the same or similar property as Buyer seeks to purchase. Buyer acknowledges, understands and consents to such representation of other prospective purchasers by Agent through its sales associates. 7. AGENT'S DUTIES: During the term of this Agreement, Agent shall promote the interests of Buyer by: (a) performing the terms of this Agreement; (b) seeking property at a price and terms acceptable to Buyer; (c) presenting in a timely manner all written offers or counteroffers to and from Buyer; (d) disclosing to Buyer all material facts related to the property or concerning the transaction of which Agent has actual knowledge; and (e) accounting for in a timely manner all money and property received in which Buyer has or may have an interest. Unless otherwise provided by law or Buyer consents in writing to the release of the information, Agent shall maintain the confidentiality of all personal and kinancial information and other matters identified as confidential by Buyer, if that information is received from Buyer during the brokerage relationship. In satisfying these duties, Agent shall exercise ordinary care, comply with all applicable laws and regulations, and treat all prospective sellers honestly and not knowingly give them false information. In addition, Agent may show the same property to other buyers, represent other buyers, represent sellers relative to other properties, or provide assistance to a seller or prospective seller by performing ministerial acts that are not inconsistent with Agent's duties under this Agreement. |
| Upon closing of any sale of property not entered in a listing service of which Agent is a member, Buyer authorizes Agent to submit pertinent information concerning the property, including sales price, to such listing service. |
| 8. BUYER'S DUTIES: Buyer shall: (a) work exclusively with Agent during the term of this Agreement; (b) pay Agent, directly or indirectly, the compensation set forth above; (c) comply with the reasonable requests of Agent to supply any pertinent financial or personal data needed to fulfill the terms of this Agreement; (d) be available for reasonable periods of time to examine properties; and (e) pay for all products and/or services required in the examination and evaluation of properties (examples: surveys, water/soil tests, title reports, property inspections, etc.). |
| 9. NON-DISCRIMINATION: THE AGENT SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY TO THE AGREEMENT. |
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| service provider wh | nether or not the transaction closes. | provider. Buyer agrees to pay the full amount due for all services directly to the Buyer also agrees to indemnify and hold Agent harmless from and against an |
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| | im, loss, damage, suit, or expense selection not to have one or more of | hat Agent may incur either as a result of Buyer's selection and use of any such services performed. |
| | | n Offer to Purchase And Contract for review purposes. |
| ■ Buyer acknowl | edges receipt of a copy of the brock | ure Questions and Answers on: Home Inspections. |
| a part of any sale. Agent will assist I | If the seller does not provide a hor | Buyer may be interested in buying may or may not provide a home warranty as warranty, Buyer may elect to purchase one. Buyer understands that although e warranty products, Buyer must refer specific questions regarding coverage |
| 12. ADDITIONAL | PROVISIONS: | |
| and any prior agree modification of any modification has fin 14. MEDIATION through negotiation litigation, or some mediator and will's 15. CONFINENT not treat the existen (NOTE: Buyer sh | rements pertaining thereto, whether y of the terms of this Agreement is the property of the terms of this Agreement is the property of the terms of the Agreement is the parties agree first to the interpretation procedure that the cost of mediation equally. CIALITY OF OFFERS: Agent he agree, terms, or conditions of any offer ould consult with Agent before are, to avoid the possibility of th | itutes the entire agreement between the parties relating to the subject thereofy oral or written, have been merged and integrated into this Agreement. No hall be valid, binding upon the parties, or entitled to enforcement unless such ed by the parties. The parties of the dispute by mediation before resorting to arbitration. If the need for mediation arises, the parties will choose a mutually acceptable by advises Buyer of the possibility that sellers or sellers' representatives may be advise Buyer may make as confidential. The parties of the possibility that sellers or sellers' representatives may be a supermay make as confidential. The parties of the possibility that sellers or sellers' representatives may be a supermay make as confidential. |
| Buyer and Agent o | each hereby acknowledge receipt | of a signed copy of this Agreement. |
| | | CALTORS $^{\otimes}$, INC. MAKES NO REPRESENTATION AS TO THE LEGAL OF THIS FORM IN ANY SPECIFIC TRANSACTION. |
| Buyer | | |
| Buyer | | |
| Mailing Address | | |
| | | sFax |
| E-mail | | |
| Agent (Firm) | | Phone |
| | | Individual license # |
| Office Address: | | |
| Phone | Fax | E-mail |
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10. **OTHER PROFESSIONAL ADVICE:** In addition to the services rendered to Buyer by the Agent under the terms of this Agreement, Buyer is advised to seek other professional advice in matters of law, taxation, financing, insurance, surveying, wood-destroying insect infestation, structural soundness, engineering, and other matters pertaining to any proposed transaction. Although Agent may provide Buyer the names of providers who claim to perform such services, Buyer understands that Agent cannot guarantee