

**CONTRACT FOR EXCLUSIVE
RIGHT TO REPRESENT BUYER**

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1. Date _____
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3. _____ ("Buyer") gives
4. _____ Buyer's Broker
(Real Estate Broker)

5. ("Broker") the exclusive right to locate and/or to assist in negotiations for the purchase, exchange, or option to purchase ("Purchase"),
6. property at a price and with terms acceptable to Buyer. This Agreement starts on _____, 20____ and ends at
7. 11:59 P.M. on _____, 20____. This Agreement may be cancelled by written mutual agreement of the parties.

8. **BROKER'S OBLIGATION:** The Broker will:
9. 1. Make a reasonable effort to locate property acceptable to the Buyer.
10. 2. Use professional knowledge and skills to assist in negotiations for the Purchase of property.
11. 3. Assist Buyer throughout the transaction.
12. 4. Act in the Buyer's best interest at all times.
13. 5. Comply with all applicable fair housing and non-discrimination regulations.

14. **BUYER'S OBLIGATION:** The Buyer will:
15. 1. Work exclusively with the Broker for the Purchase of property.
16. 2. Provide Broker with accurate and relevant personal financial information to determine Buyer's ability to Purchase property.
17. 3. Cooperate with the Broker in finding a property to Purchase. After a purchase agreement has been accepted by the Seller,
18. Buyer is legally obligated to Purchase the property. If Buyer refuses to close the Purchase for any reason other than the
19. failure of the Seller to perform, subject to relevant contingencies, Buyer will pay Broker all compensation due under this Agreement.

20. **NOTICE: THE COMPENSATION FOR THE PURCHASE, LEASE, RENTAL, OR MANAGEMENT OF REAL PROPERTY
21. SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.**

22. **COMPENSATION:** (fill in all blanks)
23. Buyer agrees to compensate Broker if Buyer or any other person acting on the Buyer's behalf, agrees to Purchase any property during
24. the term of this Agreement.

25. 1. Buyer will pay Broker a retainer fee of \$ _____ when Buyer signs this Agreement. Broker will keep this fee even if Buyer does not
26. Purchase property. The retainer paid will apply toward satisfaction of the Buyer's obligation to compensate Broker.
27. 2. Buyer will pay Broker a commission of _____ % of the purchase price of the property or \$ _____, whichever is
28. greater, when Buyer closes the Purchase, if:
29. A: Buyer Purchases or agrees to Purchase a property before the end of this Agreement, even if Buyer does not use Broker's services; or
30. B: Within _____ days (not to exceed 180 days) after the end of this Agreement, Buyer Purchases property which either Broker or
31. Broker's salesperson has physically shown Buyer or in which Buyer has made an affirmative showing of interest to Broker or
32. Broker's salesperson before the end of this Agreement, so long as Broker has identified this property on a written list Broker gives
33. to Buyer within 72 hours after the end of this Agreement.

34. The Broker is authorized to negotiate and receive compensation paid by the Seller if Broker tells Buyer in writing before Buyer signs an offer
35. to Purchase the property. Any compensation accepted by Broker from the Seller **WILL / WILL NOT** reduce any obligation of Buyer to pay
36. the compensation. -----*(circle one)*-----

37. Buyer will not be obligated to compensate Broker if upon expiration of this Agreement Buyer has entered into another valid Contract for Exclusive or
38. Non-Exclusive Right to Represent Buyer, pursuant to which Buyer is obligated to compensate another broker for Purchase of real property.

39. **CAUTION: BUYER'S ACTIONS IN LOCATING A PROPERTY MAY AFFECT PAYMENT OF COMPENSATION BY SELLERS AND
40. MAY THEREFORE OBLIGATE BUYER TO PAYING ALL OR PART OF THE COMPENSATION IN CASH AT CLOSING. FOR
41. EXAMPLE: THE ACT OF GOING THROUGH AN OPEN HOUSE UNACCOMPANIED BY YOUR BROKER OR BROKER'S
42. SALESPERSON OR SIGNING A PURCHASE AGREEMENT THROUGH ANOTHER BROKER OR WITH OWNER (FOR SALE BY
43. OWNER), MAY REQUIRE YOUR PAYMENT OF THE FULL COMPENSATION TO YOUR BROKER.**

44. **OTHER POTENTIAL BUYERS:** The Broker may represent or work with other potential buyers for the same property before, during and
45. after the expiration of this Agreement. Other potential buyers may consider, make offers or Purchase through Broker the same or similar
46. properties as Buyer is seeking to acquire.

47. **PREVIOUS AGENCY RELATIONSHIPS:** The Broker and Agent may have had a previous agency relationship with a seller of a property
48. the Buyer is interested in purchasing. Buyer acknowledges that Buyer's Broker or Agent is legally required to keep information regarding
49. the ultimate price and terms the seller would accept and the motivation for selling confidential, if known.

50. **PRIVATE INSPECTION/WARRANTY:** The Broker recommends that the Buyer obtain a private home inspection to satisfy himself/herself
51. with the physical condition of the property. Furthermore, there are warranty programs available for some properties which the Buyer may
52. wish to investigate prior to a purchase of any specific property.

53. **ADDITIONAL COSTS:** Buyer acknowledges that the Buyer may be required to pay certain closing costs, which may effectively
54. increase the cash outlay at closing.

55. **GENERAL NATURE OF PROPERTY** (including the following property types: existing, new construction, or to-be-built): (Check all that apply)

56. Residential/Personal Residential / Investment Commercial / Industrial Recreation Farm Vacant Land

57. **OTHER:** _____
58. _____ *(Initial)* **Buyer(s) has had the opportunity to review page two of this Agreement.**

59. **AGENCY REPRESENTATION:** If you choose to purchase a property listed by Broker, a dual agency will be created. This means that Broker will
60. represent both you and the Seller(s), and owe the same duties to the Seller(s) that Broker owes to you. This conflict of interest will prohibit Broker
61. from advocating exclusively on your behalf. Dual agency will limit the level of representation Broker can provide. If a dual agency should arise, you
62. will need to agree that confidential information about price, terms, and motivation will still be kept confidential unless you instruct Broker in writing
63. to disclose specific information about you. All other information will be shared. Broker cannot act as a dual agent unless both you and the Seller(s)
64. agree to it. By agreeing to a possible dual agency, you will be giving up the right to exclusive representation in an in-house transaction. However,
65. if you should decide not to agree to a possible dual agency, and you want Broker to represent you, you may give up the opportunity to purchase
66. the properties listed by Broker.

67. **Buyer's Instructions to Broker:**
68. _____ Buyer(s) will agree to a dual agency representation and will consider properties listed by Broker.
69. _____ Buyer(s) will not agree to a dual agency representation and will not consider properties listed by Broker.

70. Broker: _____ Buyer: _____
71. By: _____
(Salesperson)

72. Date: _____ Buyer: _____

73. _____ (Broker) _____ (Buyer) _____ (Date)

74. _____ (Social Security Number)

75. (By) _____ (Date) _____ (Buyer) _____ (Date)

76. _____ (Social Security Number)

77. _____ (Address) _____ (Address)

78. _____ (Phone) _____ (Phone)

79. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER AND BROKER**
80. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL**

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82. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION**

83. Information regarding the predatory offender registry and persons registered with the predatory offender registry under Minnesota
84. Statutes, section 243.166, may be obtained by contacting the local law enforcement offices in the community where the property is
85. located, or the Minnesota Department of Corrections at (651) 642-0200, or from the Department of Corrections web site at
86. www.corr.state.mn.us.

87. **ADDITIONAL NOTICES AND TERMS**

88. If either Buyer or Broker brings an action for enforcement of this Agreement, the prevailing party in such action shall be entitled to
89. recover all costs and expenses including all reasonable attorneys' fees and court costs.