

# BUYER'S AGENT AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Parties:

Buyer (Client): \_\_\_\_\_

Agent (Broker): \_\_\_\_\_

## Recitals:

WHEREAS, Buyer desires to engage Agent as Buyer's exclusive agent to represent Buyer in the purchase of real estate property (the "Property"); and WHEREAS, Agent is duly licensed and qualified to act as a real estate agent in the State in which the Property is located; and WHEREAS, Agent agrees to represent Buyer pursuant to the terms and conditions set forth in this Agreement.

### 1. Appointment and Authority

Buyer hereby appoints Agent as Buyer's exclusive agent for the purpose of locating and purchasing real estate property. Agent shall have the authority to act on Buyer's behalf in negotiations for purchase, subject to Buyer's final approval.

### 2. Term and Termination

This Agreement shall commence upon execution and continue until the earlier of (a) the purchase of the Property by Buyer, (b) termination by either party upon written notice, or (c) expiration after \_\_\_\_\_ days. Termination shall not affect Buyer's obligation to pay any commission due for transactions initiated during the term.

### 3. Agent's Duties

Agent shall exercise reasonable skill and care in representing Buyer, including locating properties meeting Buyer's criteria, arranging inspections and showings, advising on market conditions, and assisting in negotiations.

### 4. Buyer's Duties

Buyer agrees to deal exclusively with Agent regarding the purchase of the Property during the term of this Agreement, provide accurate financial and personal information as reasonably requested, and cooperate in good faith.

### 5. Compensation

Buyer agrees to pay Agent a commission equal to \_\_\_\_\_% of the purchase price or \$\_\_\_\_\_ upon closing of the purchase of the Property, whether paid directly or by the seller or listing broker. This commission obligation shall survive termination if the purchase results from Agent's efforts.

### 6. Dual Agency and Disclosure

Buyer acknowledges that Agent may represent both Buyer and seller in a transaction if permitted by law, with proper disclosure and consent. Buyer consents to such dual agency and waives any conflict of interest claims related thereto.

### 7. No Warranty or Guarantee

Agent makes no warranties or guarantees regarding the condition, value, or suitability of any property. Buyer is responsible for conducting inspections, investigations, and obtaining legal and financial advice.

### 8. Confidentiality

Agent shall maintain the confidentiality of Buyer's financial information and personal data except as required for the

representation or by law.

### **9. Compliance with Law**

Agent and Buyer agree to comply with all applicable federal, state, and local laws, rules, and regulations governing real estate transactions, including fair housing laws.

### **10. Indemnification**

Buyer agrees to indemnify, defend, and hold Agent harmless from any claims, damages, or liabilities arising from Buyer's acts, omissions, or breach of this Agreement.

### **11. Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_. Any disputes arising hereunder shall be subject to the exclusive jurisdiction of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

### **12. Entire Agreement**

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or understandings, oral or written, relating to the subject matter.

### **13. Amendments**

No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

### **14. Severability**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

### **15. Notices**

All notices required or permitted under this Agreement shall be in writing and deemed delivered when personally delivered, sent via nationally recognized overnight courier, certified mail return receipt requested, or electronic means confirming receipt.

### **16. Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

### **17. No Waiver**

Failure or delay of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or the right to enforce it thereafter.

### **18. Agency Disclosure**

Agent shall provide Buyer with all disclosures required by law regarding agency relationships in real estate transactions.

**BUYER'S SIGNATURE**

**AGENT'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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