



Exclusive Right To Buy
BUYER REPRESENTATION AGREEMENT
(In Compliance with South Carolina Law 40.57.139)

1. APPOINTMENT OF BROKER:

This agreement is made on _____, 2006 between _____, hereinafter referred to as Buyer, and The AgentOwned Realty Co., hereinafter referred to as Agent, for Agent to represent Buyer in the acquisition of real property as an Exclusive Buyer's Agent, subject to the terms and conditions of this agreement. Acquisition includes, but is not limited to, purchase, option, exchange or lease/purchase.

2. TERM OF AGREEMENT:

Broker's authority to act a Buyer's exclusive agent under the terms of this Contract shall begin on _____, 2006 and shall end at 11:59pm on _____, 2006.

3. CANCELLATION OF AGREEMENT:

Either party immediately upon written notice may terminate this agreement. Upon the termination of this agreement, Broker shall keep confidential all information received during the course of this agreement which was made confidential by written request or instructions from the client, except as provided for under SC law.

4. PURPOSE OF AGREEMENT:

Buyer desires to purchase or lease real property (which may include items of personal property) described as follows:

() Residential () Commercial () Industrial () Vacant land/lot () Other

Approximate Price Range \$_____ to \$_____.

General description: _____

General location: _____

Preferred Terms: _____

Other: _____

5. COMPENSATION OF AGENT:

In consideration of the services provided to Buyer by Agent, Agent will be compensated by Seller or Listing Broker as offered through the MLS or as otherwise agreed **plus \$150 base broker fee by buyer** and will be paid at closing unless negotiated between Buyer and Agent by separate agreement.

6. AGENT'S DUTIES:

Agent will:

1. Diligently and professionally locate property, which is available and suitable to Buyer as generally described in paragraph 4.
2. Diligently and professionally represent and advise Buyer with respect to the search for property, the negotiation of any offer, and the closing of any sale.

7. BUYER'S DUTIES:

_____ **Buyer represents to agent that buyer is not currently under a BUYER REPRESENTATION AGREEMENT.**

Buyer will:

1. Provide Agent with information as to Buyer's needs; information (financial and otherwise) required for mortgage qualification, if applicable; and be reasonably available to view properties.
2. Conduct all negotiations and contracts with sellers and their brokers through Agent.
3. When visiting any open house (new or resale), immediately tell other agents that Buyer has entered into a Buyer Representation Agreement with Agent.

() BUYER () BUYER () BROKER HAVE READ THIS PAGE

