



## EXCLUSIVE BUYER AGENCY CONTRACT

1 **1. THIS CONTRACT** is made between \_\_\_\_\_ ("BUYER") and \_\_\_\_\_  
 2 ("BROKER"). By this Contract BUYER retains and appoints BROKER as BUYER'S Exclusive Agent to assist BUYER in the  
 3 procurement of property ("Property) and to negotiate terms and conditions acceptable to BUYER for the procurement of the  
 4 Property as generally described in this Contract; however, BROKER shall not be obligated to seek other properties after BUYER  
 5 enters into a Contract to purchase the Property.

6 **2. GENERAL DESCRIPTION OF PROPERTY:** BUYER desires to purchase real property described as follows:

7 Type:  Residential  Income  Vacant Land  Commercial  Other \_\_\_\_\_

8 GENERAL LOCATION \_\_\_\_\_

9 APPROXIMATE PRICE RANGE: \$ \_\_\_\_\_ TO \$ \_\_\_\_\_

10 **3. TERM OF AGREEMENT:** This Contract shall begin \_\_\_\_\_, 20\_\_\_\_ and shall continue through 11:59 p.m.  
 11 \_\_\_\_\_, 20\_\_\_\_ unless sooner terminated by BROKER by written notice to BUYER.

12 **4. BUYER REPRESENTATIONS:**

13 (a) BUYER warrants that BUYER is not currently obligated under any other Buyer Agency Contracts.

14 (b) BUYER warrants that BUYER is not obligated to pay any brokerage fees for properties that were previously shown to  
 15 BUYER.

16 (c) BUYER warrants that they are not aware of any facts that would prevent them from Closing any sale entered into under  
 17 this Contract.

18 (d) BUYER agrees to comply with all applicable federal, state and local laws, rules and regulations and ordinances,  
 19 including fair housing and civil rights statutes and rules and regulations.

20 (e) BUYER shall attempt to secure written loan pre-approval and disclose to BROKER the status of BUYER'S loan approval  
 21 and shall provide a copy of current loan approval documents including all conditions and limitations required by lender.

22 (f) **BUYER AGREES TO INFORM ALL REAL ESTATE LICENSEES AND SELLERS WITH WHOM BUYER COMES IN  
 23 CONTACT THAT BUYER IS A PARTY TO THIS EXCLUSIVE CONTRACT.**

24 **5. BROKER'S OBLIGATIONS:**

25 (a) Perform the terms of this Contract, exercise reasonable skill and care for BUYER, and promote the interests of BUYER  
 26 with the utmost good faith, loyalty and fidelity **unless** acting as a transaction broker, or as a disclosed dual agent (Missouri  
 27 only).

28 (b) Seek a price and terms acceptable to BUYER.

29 (c) Present all written offers, counter offers, and back-up offers in a timely manner. In Missouri, BROKER shall not be  
 30 obligated to continue to seek other properties while the client is a party to a Contract to purchase Property; however the  
 31 BROKER must present all written offers to and from the client regardless of whether the client is a party to a purchase or not.

32 (d) Disclose to BUYER all adverse material facts actually known (or should have known, in Missouri) by BROKER and  
 33 advise BUYER to obtain expert advice as to material matters known by BROKER but the specifics of which are beyond the  
 34 BROKER'S expertise.

35 (e) Account in a timely manner for all money and property received.

36 (f) Comply with all applicable federal, state, and local laws, rules and regulations, and ordinances, including fair housing and  
 37 civil rights statutes and rules and regulations.

38 (g) Not disclose any confidential information about BUYER unless: disclosure is authorized under this Contract; disclosure is  
 39 required by statute, rule or regulation; or failure to disclose would constitute a material misrepresentation, or disclosure is  
 40 necessary under Missouri law to defend the affiliated licensee against an action of wrongful conduct in an administrative or  
 41 judicial proceeding or before a professional committee.

42 (h) Disclose to BUYER and any seller of Property all adverse material facts actually known (or should have known, in  
 43 Missouri) by BROKER including but not limited to material facts concerning BUYER'S ability to perform under the terms of a  
 44 sales contract and any facts actually known by BROKER that were omitted from or contradict any information included in a  
 45 written report regarding the physical condition of the property prepared by a qualified third party. If information on released  
 46 sex offenders is important to BUYER, BUYER should contact the appropriate agencies for information.

47 (i) Assist with the Closing of the sale of the Property.

48 BROKER may show properties in which BUYER is interested to other prospective buyers without breaching any duty or  
 49 obligation to BUYER. BROKER may show other buyers the Property to which BROKER shows BUYER and may assist  
 50 competing buyers in attempting to purchase a particular property.

51 **6. COMPENSATION TO BROKER.**

52 (a) BROKER shall be entitled to compensation for assisting and negotiating in the procurement of Property acceptable to  
 53 BUYER, or serving in disclosed dual agency (**Missouri only**) or transaction broker situations. BROKER'S fee shall be:

54 (**Check if applicable**)

55  The amount shown as the "selling commission" in a multiple listing service or \_\_\_\_\_(\_\_\_\_) percent of the  
 56 Purchase Price of the Property, whichever is greater. In the event BUYER wishes to purchase a home that is not listed  
 57 in a multiple listing service, BROKER will seek a written fee agreement from the seller in the amount of  
 58 \_\_\_\_\_(\_\_\_\_) percent of the Purchase Price of the Property. If said fee cannot be obtained from seller, then  
 59 BROKER shall notify BUYER in writing and BUYER agrees to either pay all of the balance on the agreed fee at the  
 60 Closing of the transaction, or forego the purchase of said home. If a selling incentive is offered by seller, BUYER  
 61 agrees that BROKER may accept same.

62  Other Compensation: \_\_\_\_\_ **BUYER understands and agrees**  
63 **that BROKER may be compensated by more than one party in the transaction.**  
64 **BUYER hereby authorizes the party handling the Closing to pay the Commission and Other Compensation to**  
65 **BROKER from BUYER'S funds at Closing.**

66 (b) Although this Contract primarily provides for BROKER to serve exclusively as BUYER'S Agent, Buyer may also authorize  
67 the BROKER to serve as a Disclosed Dual Agent (**Missouri only**) or Transactional Broker with regard to homes listed for sale  
68 by BROKER. **Carefully read the Paragraph entitled "Brokerage Relationship Disclosure" in the Contract concerning**  
69 **this issue.**

70 (c) The BROKER'S fees shall also be deemed earned if BUYER or any person on BUYER'S behalf procures any real  
71 property of the nature described herein within \_\_\_\_\_ days after termination of this Contract, which property BROKER,  
72 BROKER'S Agent or cooperating brokers presented or submitted to BUYER during the term hereof and the description of  
73 which BROKER shall have submitted in writing to BUYER, either in person or by mail within \_\_\_\_\_ days after termination  
74 of this Contract.

75 (d) **The BROKER'S fees shall also be deemed earned if the Property was presented to BUYER by someone other**  
76 **than BROKER or was actually seen by BUYER without the services or assistance of any broker, during the term of**  
77 **this Contract and BUYER shall have failed to disclose to BROKER the description of such property or to refer the**  
78 **presentation or submission to BROKER.**

79 (e) BUYER shall be released and relieved of any obligation to pay the BROKER'S fees described herein, if through no fault  
80 on the part of the BUYER, the seller fails to close the transaction. This provision shall not, however, relieve the seller of any  
81 obligation to pay such fees as may be applicable. If such transaction fails to Close because of any breach of the sale  
82 Contract on the part of BUYER, BROKER'S fees will not be waived, but will be due and payable by BUYER immediately.

83 **7. BROKERAGE RELATIONSHIP DISCLOSURE: BUYER acknowledges receiving the required Kansas or Missouri form**  
84 **regarding the disclosure of alternative brokerage relationships, which needs to be read by all consumers.** BUYER  
85 understands and agrees that BROKER can show any property which is available for sale, including properties which are listed  
86 with sellers with whom BROKER has a brokerage relationship. BROKER shall notify BUYER and seller of BROKER'S intention  
87 to represent both of them (**Disclosed Dual Agency is available only in Missouri**), to represent neither but to assist both  
88 BUYER and seller (Transaction Broker in both Kansas and Missouri), or designate an agent for the BUYER and another to  
89 represent seller (Designated Agency in both Kansas and Missouri). BUYER understands that BROKER may show alternative  
90 properties not listed by BROKER to BUYER and may show all such properties for sale to other buyers without breaching any  
91 duty or obligation to BUYER.

92 • **Transaction Broker. ( Kansas and Missouri).** BUYER acknowledges that BROKER may have clients who have retained  
93 BROKER to represent them in the sale of property. If the property owned by one of these clients is one in which BUYER  
94 becomes interested in making an offer, BROKER would be in the position of representing BUYER and the seller in the same  
95 transaction. Unless designated agents have been appointed as provided below, this representation would constitute a dual  
96 agency (**Missouri only**). With the informed consent of both BUYER and the seller, BROKER may act as a Transaction Broker.  
97 As a Transaction Broker, BROKER would assist the parties with the real estate transaction without being an agent or advocate  
98 for the interests of either party. A Transaction Broker has the duty to perform the terms of any written or oral agreement made  
99 with any party to the transaction; to exercise reasonable skill, care and diligence as a Transaction Broker, including but not  
100 limited to: presenting all offers and counteroffers in a timely manner regardless of whether the Property is subject to a Contract  
101 for sale or lease or a letter of intent; keeping the parties fully informed regarding the transaction and suggesting that such parties  
102 obtain expert advice as to material matters about which the Transaction Broker knows but the specifics of which are beyond the  
103 expertise of such broker; accounting in a timely manner for all money and property received; disclosing to each party to the  
104 transaction any adverse material facts of which the Transaction Broker has actual notice or knowledge; and assisting the parties  
105 in complying with the terms and conditions of any Contract. The parties to a transaction brokerage transaction shall not be liable  
106 for any acts of the Transaction Broker. The following information shall not be disclosed by a Transaction Broker without the  
107 informed consent of the party or parties disclosing such information to the Transaction Broker: that BUYER is willing to pay more  
108 than the Purchase Price offered for the Property; that a seller is willing to accept less than the asking price for the Property; what  
109 the motivating factors are for any party buying, selling or leasing the property; that a seller or buyer will agree to financing terms  
110 other than those offered; any confidential information about the other party, unless disclosure of such information is required by  
111 law, statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing. **A separate**  
112 **Transaction Broker Addendum must be signed by all parties when this arrangement is used.**

113 • **Disclosed Dual Agency. (Missouri only)** BROKER may have clients who have retained BROKER to represent them in  
114 connection with the sale of property. If a seller represented by BROKER has property in which BUYER becomes interested  
115 in making an offer, BROKER is in the position of representing both BUYER and seller in that transaction. This  
116 representation, known as dual agency, can create inherent conflicts of interest. A Dual Agent shall be a limited agent for  
117 both BUYER and seller and shall have the duties of BUYER'S or seller's agent except that a Dual Agent may disclose any  
118 information to one client that the licensee gains from the other client if the information is material to the transaction unless it  
119 is confidential information that has not been made public or becomes public by the words or conduct of the client to whom  
120 the information pertains or by a source other than the licensee. A Dual Agent may not disclose, without the consent of the  
121 client to whom the information pertains: that BUYER is willing to pay more than the Purchase Price offered for the Property;  
122 that a seller is willing to accept less than the asking price for the Property; what the motivating factors are for any client,  
123 buying or selling the Property; that a client will agree to financing terms other than those offered and/or the terms of any  
124 prior offers or counter offers made by any party. A dual Agent shall not disclose to any other client any confidential  
125 information about the other client unless the disclosure is required by statute, rule or regulation or failure to disclose the  
126 information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliate licensee against

127 an action of wrongful conduct in any administrative or judicial procedure or before a professional committee. A separate  
128 Disclosed Dual Agency Amendment must be signed by BUYER and seller when this form of agency is used.  
129 • **Designated Agency.** Both Kansas and Missouri. A Designated Agent is a licensee affiliated with BROKER who has been  
130 designated by BROKER, or BROKER'S authorized representative, to act as the agent of a buyer represented by BROKER  
131 or a seller represented by BROKER to the exclusion of all other affiliated licensees of BROKER. The use of a Designated  
132 Agent is an alternative to a Disclosed Dual Agency in Missouri or a Transaction Broker in Kansas or Missouri. In Missouri, a  
133 Designated Buyer's Agent will perform all of the duties of a Buyer's Agent.

134 **For Kansas Properties:**

135 **If a Designated Agent is not appointed to represent BUYER,** BUYER understands that with the consent of  
136 BUYER, another affiliated licensee of BROKER may act as a Designated Agent for a seller. If another affiliated  
137 licensee of BROKER acts as a Designated Agent for a seller in BUYER'S purchase of the Property, BUYER further  
138 understands that:

139 (1) The supervising broker (or branch broker, if applicable) will act as a Transaction Broker and will not advocate  
140 for the interests of either party and will not, without prior consent of both parties, disclose any information or  
141 personal confidences about a party which might place the other party at an advantage. The supervising broker (or  
142 branch broker, if applicable) may also appoint an affiliated licensee to act in the transaction as a Transaction  
143 Broker.

144 (2) The Designated Agent for the seller will perform all of the duties of a SELLER'S Agent and will be the  
145 SELLER'S legal agent to the exclusion of all other licensees affiliated with BROKER.

146 (3) All other affiliated licensees of BROKER will represent BUYER in the purchase of the Property and will  
147 perform all of the duties of a BUYER'S agent.

148 **If a Designated Agent is appointed to represent BUYER,** BUYER understands and agrees that:

149 (1) The Designated Agent will perform all of the duties of the BUYER'S Agent and will be BUYER'S legal agent to  
150 the exclusion of all other licensees affiliated with BROKER.

151 (2) Another licensee with the BROKER may act as a Designated Agent for a seller in BUYER'S purchase of the  
152 Property.

153 (3) The supervising broker (or branch broker, if applicable) will act as a Transaction Broker and will not advocate  
154 for the interests of either party and will not, without prior consent of both parties, disclose any information or  
155 personal confidences about a party which might place the other party at an advantage. The supervising broker (or  
156 branch broker, if applicable) may appoint an affiliated licensee to act in the transaction as a Transaction Broker.

157 (4) If the Designated Agent for BUYER is also the Designated Agent of a seller, the Designated Agent cannot  
158 represent both BUYER and seller. With the informed consent of both the BUYER and seller, the Designated Agent  
159 may act as a Transaction Broker and assist the parties with the real estate transaction without being an agent or  
160 advocate for the interests of either party.

161 (5) If BUYER is represented by a Designated Agent of BROKER and wants to see property which was personally  
162 listed by the supervising broker, the supervising broker, with the written consent of the seller, may specifically  
163 designate an affiliated licensee who will act as the Designated Agent for SELLER.

164 **8. BROKERAGE RELATIONSHIPS CONFIRMATION:** BUYER consents to BROKER acting as a Transaction Broker.  
165 Transaction Brokerage is subject to both BUYER and seller signing a Transaction Broker Addendum to their agency agreements  
166 with BROKER, which Addendum must be signed by BUYER prior to writing the offer to purchase the Property and by seller prior  
167 to signing the Contract.

168 **Designated Agency:**

169 **Kansas Properties:** BUYER consents to the appointment of a **Designated Agent** for a seller in BUYER'S purchase of such  
170 seller's property.

171 **Both Kansas and Missouri Properties:** BUYER consents to a **Designated Agent** relationship. (BROKER to complete the  
172 following sentence if applicable.) BROKER or BROKER'S authorized representative hereby designates \_\_\_\_\_  
173 \_\_\_\_\_ to act as a **Designated Agent** on BUYER'S behalf.

174 \_\_\_\_\_  
175 BROKER'S signature required in Missouri: \_\_\_\_\_

176 BUYER consents to the above-named **Designated Agent** acting as BUYER'S **Designated Agent** or as a **Transaction Broker**  
177 or **Disclosed Dual Agent (Missouri Only)** if such **Designated Agent** is also the **Designated Agent** for the seller, subject to  
178 both BUYER and seller signing a Transaction Broker Addendum or Disclosed Dual Agency Amendment (**Missouri Only**) with  
179 BROKER, which must be signed by BUYER prior to writing an offer to purchase the Property and by seller prior to signing the  
180 Contract.

181  Yes  No BUYER consents to a Transaction Broker and agrees, if applicable, to sign a Transaction Broker Addendum.

182  Yes  No BUYER consents to a Designated Agency relationship. (**In Kansas, Supervising Broker acts as a**  
183 **Transaction Broker**)

184  Yes  No BUYER consents to the appointment of a Designated Agent for a seller in BUYER'S purchase of the  
185 Property. (**In Kansas, Supervising Broker acts as a Transaction Broker**)

186  Yes  No BUYER consents to a Dual Agent and agrees, if applicable, to sign a Disclosed Dual Agency Addendum.  
187 (**Missouri Only**)

188 **9. COST OF SERVICES OBTAINED FROM OUTSIDE SOURCES.** BROKER shall not obtain or order products or services  
189 from outside sources unless BUYER agrees in writing to pay for the same immediately when payment is due. Examples of such  
190 outside sources would include, but are not limited to, surveys, soil tests, title reports, engineering studies, or inspections.

