

409 Shute Lane
Hendersonville, TN 37075



(615)826-0305
www.NashvilleforHomes.com

Exclusive Buyer Representation Agreement

Date _____

The undersigned _____
(CLIENT) hereby employs the company, Accent Properties (BROKER) as Clients Exclusive Buyers Agent to locate property(ies) for clients purchase, lease, exchange or option (collectively "purchase") during the term of this agreement, and to advocate the Client's interest in the negotiations of terms and conditions of any such purchase. This agreement begins on this date and terminates upon the closing of clients purchase under this agreement.

BROKER AGREES:

- (1) To use all diligence in locating property(ies) which meets Client's requirements and approval...spending as much time as needed to locate desired home;
- (2) To act on behalf of Client in any negotiations for the purchase of property(ies) acceptable to Client;
- (3) To use professional knowledge and skills in assisting the Client throughout the transaction; and
- (4) To exercise all duties to the Buyer as set forth in Tennessee Law and Regulation, including the duties common to all consumers as well as those duties reserved for agent-client relationships.
- (5) To negotiate commission with the listing agent or Seller (in a "For Sale by Owner" situation). Client shall owe no commission (\$-0-) to the Broker if home is purchased under this agreement.

CLIENT AGREES:

- (1) To furnish Broker on a timely basis with any necessary personal and/or financial information to assist Broker in locating the desired property(ies) and to ensure Client's ability to purchase;
- (2) To authorize Broker to negotiate for a fee paid by the Seller and/or the Seller's Agent, the payment of which will be fully disclosed to Client. Broker's fee is earned at the time Client enters into an agreement with seller/owner to purchase any property(ies) as described above and is due at the closing of any transaction. In the event that Buyer defaults on performance of a valid contract, Broker's fee will be due on that date.
- (3) To inform Broker of any properties in which he/she is interested and to refrain from directly contacting any Seller's Agents to schedule appointments to view properties during the effective period of this agreement.
- (4) That in the event he/she comes into contact with a Seller's Agent(s), (for example at an open house showing), Client shall immediately inform the Seller's Agent(s) that he/she is represented by Broker.
- (5) That if he/she utilizes the services of another real estate broker or deals solely with a Seller's Agent at any time during the effective period of this Agreement and then enters into an agreement with a seller/owner to purchase any property(ies) described above, the Buyer still owes a 3% commission to the Broker as provided under subsection (2).
- (6) That by affixing his/her signature below, he/she acknowledges that he/she has reviewed each page of this agreement and that he/she is not currently represented by another real estate licensee with regard to the property(ies) described.

Notice: Real estate fees are not fixed by law. They are set by each broker individually and are negotiable between Client and Broker. The payment of any fee will not make Broker either the Agent or Subagent of the Seller.

DISCLOSURE: Pursuant to Tennessee Real Estate Commission policy 2004-CPS-001, Broker must disclose the following to Client prior to the execution of this agreement: During the effective period of this agreement, (1) Clients should not contact listing agents directly to make appointments to view property without Broker, (2) In the event client comes into contact with a seller's agent(s), (for example at an open house viewing), Client shall immediately inform the Seller's Agent(s) that he/she is represented by Broker, (3) If Client purchases property(ies) covered by this agreement through another real estate licensee or a Seller's Agent(s) or directly from a Seller, Client understands that he/she owes a 3% commission to the Broker as set forth in this agreement.

Broker offers a performance guarantee. If at any time, Client feels they are not being properly represented, they shall inform the Broker in writing. If Broker has not corrected the problem to a mutual agreement within 3 business days, this contract shall be cancelled, and Client shall have no further obligation to Broker.

PROPERTIES SPECIFICALLY EXEMPTED FROM THIS AGREEMENT:

Information Which the Buyer Authorizes Broker to Disclose Which Might Otherwise be Confidential:

Other Terms/Conditions: _____

EXPERT ASSISTANCE: While our Exclusive Buyer's Agents at Accent Properties have considerable general knowledge of the real estate industry and real estate practices, they are not expert in matters of law, taxation, surveying, structural conditions, hazardous materials, engineering, etc. Broker does not warrant the square footage listed on the MLS information sheet. This is provided by either the county tax assessor or the listing agent. Client acknowledges Broker's advice to seek professional assistance and advice as needed in these and other areas of professional expertise. If Broker provides names or sources for such advice or assistance, Broker does not warrant or guarantee the services and/or products obtained by Client.

ACCENT PROPERTIES BY:

_____ Date _____
Pam Rumley, Managing Broker
Exclusive Buyer's Agent _____ Phone _____ Cell _____

CLIENT:	Date	CLIENT:	Date
_____	_____	_____	_____
Print Name		Print Name	
ADDRESS:		ADDRESS:	
_____		_____	
Phone: Home			
Cell:		Cell:	
Work:		Work:	