

# Buyer Agency Agreement

The purpose of this form is to allow the undersigned Buyer(s) to select the representation desired.

\_\_\_\_\_ As Customer(s), I/we do not choose to be represented in this transaction.

(Initials)

\_\_\_\_\_ As CLIENT(S), I/we do choose to be represented and hereby appoint TMI as my/our exclusive agent to locate property as described below or other acceptable it Client(s) and to negotiate the terms and conditions acceptable to Client(s) for purchase, exchange, lease, or option to buy.

**IF BUYER CHOOSES TO BE REPRESENTED AS A CLIENT, THE FOLLOWING SHALL APPLY:**

1. **PROPERTY DESIRED:** \_\_\_\_\_Residential \_\_\_\_\_Commercial \_\_\_\_\_Other
2. **TIME OF COMMENCEMENT & DURATION OF AGENCY:** Broker's authority as Buyer(s) exclusive agent shall begin on \_\_\_\_\_, \_\_\_\_\_, and shall continue until \_\_\_\_\_, \_\_\_\_\_, or by completion of the purpose(s) of agency as set forth in this agreement.
3. **CONDITION OF PROPERTY & NECESSITY OF INSPECTION:** Client(s) acknowledges and agrees that
  - a) In locating properties for Client(s), TMI may rely on statements or representations of others, that any given property may not satisfy all the requirements expressed by Client(s) and that TMI makes no representations whatsoever regarding the condition of the property or its suitability for Client(s) intended purpose(s), and
  - b) TMI and its agents lack the expertise to determine the condition of the property and, therefore, Buyer(s) will not rely on any statements or omissions made by TMI or its agents regarding the condition of the property, and
  - c) Client(s), and not TMI, has the responsibility to determine and/or verify, either personally or through, or with, a license contractor or other representative(s) of Client(s) choosing, any and all conditions of the property material to Client(s)' decision to buy the property, and
  - d) Client(s) is aware that professional inspection services and/or contractors may be engaged for this purpose and that TMI and its agents strongly suggest and recommend the use of such professionals.
4. **LIMITED DUAL AGENCY-TMI LISTED PROPERTY:** Client(s) acknowledges that TMI is the agent of the Owner of any property listed with TMI and that, unless the Owner of such TMI Listed property consents to the same, TMI may not also act as Buyer(s) ' agent with respect to such TMI Listed property. With respect to such property, Client(s) and TMI agree as follows:
  - a) Client(s) \_\_\_\_\_do \_\_\_\_\_do not desire to be shown TMI Listed properties that otherwise meet the Client(s) requirements as set forth in this Buyer Agency Agreement.
  - b) If Client(s) desires to see TMI Listed properties, then Client(s) agrees to Limited Dual Agency and understands and agrees that:
    - I. When Seller(s) & Buyer(s) are both Clients of TMI, certain differences or conflicts of interest may arise. In these situations, Buyer(s) agrees that TMI shall represent the Seller(s) and Buyer(s) Equally in a Limited Consensual Dual Agency capacity in accordance with the terms set forth in the Consent to Limited Dual Agency Addendum to Purchase Agreement, and
    - II. TMI may be showing other prospective buyers the same properties for sale, and that other buyers may be competing for the same property. In those cases, the agent will not disclose to either party the terms of the other party's offer.
5. **BROKERS COMPENSATION:** Client(s) agree(s) to pay TMI, as compensation for locating the property acceptable to the Client(s) and/or negotiating purchase, exchange, or option of said property a fee no less than that being offered a cooperative selling broker under the existing listing agreement . In the case of an unlisted property, the fee paid by the Client(s) shall be the commission normally charged by TMI for this particular type property. The Client(s) agrees that in the event of the Owner is offering a fee under an existing listing agreement and Broker is entitled to, and receives, a fee, that fee shall be credited against the obligation of the Client(s) under this agreement. If Client(s) acquires property shown by Client(s) agent during the period of this agreement or within 180 days after cancellation or expiration of this agreement, the Client(s) shall be obligated to pay TMI the fee described herein.
6. **NONDISCRIMINATION:** It is illegal to discriminate in the sale or lease of real estate because of age, race, color, religion, handicap, marital status, familial status, sex, or national origin.

THIS AGREEMENT IS INTENDED TO BY THE LEGAL AND BINDING CONTRACT OF ALL PARTIES AND MAY AFFECT YOUR LEGAL RIGHTS. IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE. SIGNATURES ON THIS AGREEMENT MAY BE OBTAINED ON FACSIMILE COPIES FOR THE PURPOSE OF CONTRACTUAL AGREEMENT; THEREFORE, SUCH FACSIMILE SIGNATURES SHALL BE DEEMED LEGAL AND BINDING.

**TMI Real Estate**

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Buyer Date