



## EXCLUSIVE BUYER AGENCY CONTRACT

1 **1. THIS CONTRACT** is made between \_\_\_\_\_  
2 ("BUYER") and \_\_\_\_\_ ("BROKER").

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

7  
8 **2. GENERAL DESCRIPTION OF PROPERTY:** BUYER desires to purchase real property described as  
9 follows:

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

11 GENERAL LOCATION \_\_\_\_\_

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

13  
14 **3. TERM OF AGREEMENT:** This Contract shall begin \_\_\_\_\_, 20\_\_\_\_ and shall  
15 continue through 11:59 p.m. \_\_\_\_\_, 20\_\_\_\_ unless sooner terminated by  
16 BROKER by written notice to BUYER.

17  
18 **4. BUYER REPRESENTATIONS:**

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

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

22 (c) BUYER warrants that BUYER is not aware of any facts that would prevent BUYER from Closing  
23 any sale entered into under this Contract.

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

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

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

31  
32 **5. BROKER'S OBLIGATIONS:**

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

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

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

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

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

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

47 (g) Not disclose any confidential information about BUYER unless: disclosure is authorized under this  
48 Contract; disclosure is required by statute, rule or regulation; or failure to disclose would constitute a  
49 material misrepresentation, or disclosure is necessary under Missouri law to defend the affiliated

50 licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a  
51 professional committee.

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

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

59 BROKER may show properties in which BUYER is interested to other prospective buyers without  
60 breaching any duty or obligation to BUYER. BROKER may show other buyers the Property to which  
61 BROKER shows BUYER and may assist competing buyers in attempting to purchase a particular  
62 property. Broker may search for properties in a Multiple Listing Service, and broker may, but is not  
63 required to, conduct searches and/or inquiries from other sources.

## 64 65 **6. COMPENSATION TO BROKER.**

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

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

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

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

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

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

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

100 **7. BROKERAGE RELATIONSHIP DISCLOSURE: BUYER acknowledges receiving (a) the Broker**  
101 **Disclosure Form (in Missouri) on or before the signing of the Buyer's Agency Agreement, or upon**  
102 **the licensee obtaining any personal or financial information, whichever occurs first; OR, (b) the**  
103 **Real Estate Brokerage Relationships Brochure (in Kansas) at the first practical opportunity. The**  
104 **Missouri "Form", or Kansas "Brochure" needs to be read by all consumers.**

105 BUYER understands and agrees that BROKER can show any property which is available for sale,  
106 including properties which are listed with Sellers with whom BROKER has a brokerage relationship.  
107 BROKER shall notify BUYER and Seller of BROKER'S intention to represent both of them (**Disclosed**  
108 **Dual Agency is available only in Missouri**), to represent neither but to assist both BUYER and Seller  
109 (Transaction Broker in both Kansas and Missouri), or designate an agent for the BUYER and another to  
110 represent Seller (Designated Agency in both Kansas and Missouri). BUYER understands that BROKER  
111 may show alternative properties not listed by BROKER to BUYER and may show all such properties for  
112 sale to other buyers without breaching any duty or obligation to BUYER.

113 • **Buyer Agency.** The buyer's agent represents the buyer only, so the Seller may be either unrepre-  
114 sented or represented by another agent. The buyer's agent is responsible for performing the following  
115 duties: promoting the interests of the buyer with the utmost good faith, loyalty and fidelity; protecting the  
116 buyer's confidences, unless disclosure is required by law; presenting all offers in a timely manner; advis-  
117 ing the buyer to obtain expert advice; accounting for all money and property received; disclosing to the  
118 buyer all adverse material facts that the agent knows; disclosing to the Seller all adverse material facts  
119 actually known by the agent, including all material facts concerning the buyer's financial ability to perform  
120 the terms of the transaction. The buyer's agent has no duty to: conduct an independent investigation of  
121 the buyer's financial condition for the benefit of the Seller; independently verify the accuracy or com-  
122 pleteness of statements made by the buyer or any qualified third party.

123 • **Transaction Broker. (Kansas and Missouri).** BUYER acknowledges that BROKER may have  
124 clients who have retained BROKER to represent them in the sale of property. If the property owned by  
125 one of these clients is one in which BUYER becomes interested in making an offer, BROKER would be  
126 in the position of representing BUYER and the Seller in the same transaction. Unless designated agents  
127 have been appointed as provided below, this representation would constitute a dual agency (**Missouri**  
128 **only**). With the informed consent of both BUYER and the Seller, BROKER may act as a Transaction  
129 Broker. As a Transaction Broker, BROKER would assist the parties with the real estate transaction  
130 without being an agent or advocate for the interests of either party. A Transaction Broker has the duty to  
131 perform the terms of any written or oral agreement made with any party to the transaction; to exercise  
132 reasonable skill, care and diligence as a Transaction Broker, including but not limited to: presenting all  
133 offers and counteroffers in a timely manner regardless of whether the Property is subject to a Contract  
134 for sale or lease or a letter of intent; keeping the parties fully informed regarding the transaction and  
135 suggesting that such parties obtain expert advice as to material matters about which the Transaction  
136 Broker knows but the specifics of which are beyond the expertise of such broker; accounting in a timely  
137 manner for all money and property received; disclosing to each party to the transaction any adverse  
138 material facts of which the Transaction Broker has actual notice or knowledge; and assisting the parties  
139 in complying with the terms and conditions of any Contract. The parties to a transaction brokerage  
140 transaction shall not be liable for any acts of the Transaction Broker. The following information shall not  
141 be disclosed by a Transaction Broker without the informed consent of the party or parties disclosing such  
142 information to the Transaction Broker: that BUYER is willing to pay more than the Purchase Price offered  
143 for the Property; that a Seller is willing to accept less than the asking price for the Property; what the  
144 motivating factors are for any party buying, selling or leasing the property; that a Seller or Buyer will  
145 agree to financing terms other than those offered; any confidential information about the other party,  
146 unless disclosure of such information is required by law, statute, rules or regulations or failure to disclose  
147 such information would constitute fraud or dishonest dealing. **A separate Transaction Broker**  
148 **Addendum must be signed by all parties when this arrangement is used.**

149 • **Sub-Agency:** A subagent is the agent of an agent. A subagent owes the same obligations and  
150 responsibilities as the agent.

- 151 • **Disclosed Dual Agency. (Missouri only)** BROKER may have clients who have retained BROKER  
152 to represent them in connection with the sale of property. If a Seller represented by BROKER has  
153 property in which BUYER becomes interested in making an offer, BROKER is in the position of  
154 representing both BUYER and Seller in that transaction. This representation, known as dual agency,  
155 can create inherent conflicts of interest. A Dual Agent shall be a limited agent for both BUYER and  
156 Seller and shall have the duties of BUYER'S or Seller's agent except that a Dual Agent may disclose  
157 any information to one client that the licensee gains from the other client if the information: (1) is  
158 material to the transaction unless it is confidential information that has not been made public or; (2)  
159 becomes public by the words or conduct of the client to whom the information pertains or; (3) is  
160 obtained from a source other than the licensee. A Dual Agent may not disclose, without the consent  
161 of the client to whom the information pertains: that BUYER is willing to pay more than the Purchase  
162 Price offered for the Property; that a Seller is willing to accept less than the asking price for the  
163 Property; what the motivating factors are for any client, buying or selling the Property; that a client will  
164 agree to financing terms other than those offered and/or the terms of any prior offers or counteroffers  
165 made by any party. A Dual Agent shall not disclose to any other client any confidential information  
166 about the other client unless the disclosure is required by statute, rule or regulation or failure to  
167 disclose the information would constitute a misrepresentation or unless disclosure is necessary to  
168 defend the affiliate licensee against an action of wrongful conduct in any administrative or judicial  
169 proceeding or before a professional committee. A separate Disclosed Dual Agency Amendment  
170 must be signed by BUYER and Seller when this form of agency is used.
- 171 • **Designated Agency.** A Designated Agent is a licensee affiliated with BROKER who has been  
172 designated by BROKER, or BROKER'S authorized representative, to act as the agent of a buyer  
173 represented by BROKER or a Seller represented by BROKER to the exclusion of all other affiliated  
174 licensees of BROKER. The use of a Designated Agent is an alternative to a Disclosed Dual Agency  
175 in Missouri or a Transaction Broker in Kansas or Missouri. A Designated Buyer's Agent will perform  
176 all of the duties of a Buyer's Agent.
- 177 **If a Designated Agent is appointed to represent BUYER, BUYER understands and agrees**  
178 **that:**
- 179 (1) The Designated Agent will perform all of the duties of the BUYER'S Agent and will be  
180 BUYER'S legal agent to the exclusion of all other licensees affiliated with BROKER.
- 181 (2) Another licensee with the BROKER may act as a Designated Agent for a Seller in  
182 BUYER'S purchase of the Property.
- 183 (3) The supervising broker (or branch broker, if applicable) will act as a Transaction Broker  
184 and will not advocate for the interests of either party and will not, without prior consent of both  
185 parties, disclose any information or personal confidences about a party which might place the  
186 other party at an advantage. The supervising broker (or branch broker, if applicable) may  
187 appoint an affiliated licensee to act in the transaction as a Transaction Broker.
- 188 (4) If the Designated Agent for BUYER is also the Designated Agent of a Seller, the  
189 Designated Agent cannot represent both BUYER and Seller. With the informed consent of  
190 both the BUYER and Seller, the Designated Agent may act as a Transaction Broker and assist  
191 the parties with the real estate transaction without being an agent or advocate for the interests  
192 of either party.
- 193 (5) If BUYER is represented by a Designated Agent of BROKER and wants to see property  
194 which was personally listed by the supervising broker, the supervising broker, with the written  
195 consent of the Seller, may specifically designate an affiliated licensee who will act as the  
196 Designated Agent for Seller.

197 **8. BROKERAGE RELATIONSHIPS CONFIRMATION:** Unless otherwise provided herein, the  
198 BUYER authorizes the designated broker to cooperate with and compensate other designated *brokers*  
199

200  Yes  No BUYER consents to Buyer Agency.

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

203  Yes  No BUYER consents to Sub agency.

204  Yes  No BUYER consents to a Dual Agent and agrees, if applicable, to sign a Disclosed Dual  
205 Agency Amendment. **(Missouri Only)**

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

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

211

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

216

217 **10. DISCLOSURE OF BROKER'S ROLE.** At the time of every initial contact, BROKER shall inform all  
218 prospective Sellers and their agents with whom BROKER negotiates pursuant to this Contract that  
219 BROKER acts on behalf of BUYER. BUYER authorizes BROKER to cooperate with other brokers and  
220 sales agents and share in any compensation due under this Contract.

221

222 **11. BUYER'S IDENTITY.** Unless otherwise expressly requested in writing, BROKER has BUYER'S  
223 permission to disclose BUYER'S identity to third parties without prior written consent of BUYER. BUYER  
224 additionally agrees to provide BROKER, upon request, relevant personal and financial information to  
225 assure BUYER'S ability to acquire property described above.

226

227 **12. OTHER POTENTIAL BUYERS.** BUYER understands that other potential buyers may consider,  
228 make offers on, or purchase through BROKER the same or similar properties as BUYER seeks to  
229 acquire. BUYER consents to BROKER'S representation of such potential buyers before, during and after  
230 the expiration of this Contract. In such a situation, BROKER will not disclose to any buyer the terms of  
231 another buyer's offer.

232

233 **13. NON-ASSIGNMENT OF CONTRACT.** BUYER and BROKER understand and agree that the  
234 relationship created by this Contract is a personal one and that neither BUYER nor BROKER shall have  
235 the right to assign this Contract to third parties; provided, however, BROKER may make offers of sub  
236 agency (if this type of relationship is available) to other brokers.

237

238 **14. LEGAL AND PROFESSIONAL ADVICE:** BROKER suggests BUYER seek legal, tax, and other  
239 professional advice relative to any real estate transaction. BROKER makes no representation or  
240 warranty respecting the advisability of any transaction. BROKER is not an expert in matters relating to  
241 law, tax, financing, surveying, structural or mechanical condition, hazardous material, engineering, or  
242 other specialized topics. BUYER is encouraged to seek expert help in such areas. BROKER will  
243 cooperate with experts engaged by BUYER, but BROKER shall have no liability to BUYER pertaining to  
244 such matters.

245 **15. ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between the parties; any  
246 prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this  
247 Contract. There shall be no modification of any of the terms of this Contract unless such modification has  
248 been agreed to in writing and signed by both parties.

249  
250 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS**  
251 **DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**  
252 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**  
253

254  
255 \_\_\_\_\_ Date BUYER Date  
256 BUYER'S AGENT  
257 \_\_\_\_\_ Date  
258 BROKERAGE BUYER  
259 BUYER ADDRESS  
260 BUYER CITY, STATE, ZIP  
261 BUYER PHONE BUYER FAX  
262  
263  
264  
265 BUYER EMAIL

**Appointment of Designated Agent(s):** BROKER or BROKER'S authorized representative hereby designates: \_\_\_\_\_ to act as a **Designated Agent(s)** on BUYER'S behalf. BUYER consents to the above named **Designated Agent(s)** acting as BUYER'S Designated Agent (or as a Transaction Broker, or Disclosed Dual Agent in Missouri if such Designated Agent is also the Designated Agent for the Seller), subject to both BUYER and Seller signing a Transaction Broker Addendum or Disclosed Dual Agency Addendum (Missouri Only) with BROKER, which shall be signed by BUYER prior to writing an offer to purchase the Property and by Seller prior to signing the Contract.

\_\_\_\_\_  
BROKER'S Signature (required in Missouri)

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Copyright January 2007. Last revised 4/06. All previous versions of this document may no longer be valid.