

# BUYER AGENCY CONTRACT

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1 The undersigned \_\_\_\_\_ (CLIENT(S))  
2 hereby employs \_\_\_\_\_ as exclusive Agent to locate  
3 property(ies) for Client's purchase, lease, exchange or option (collectively "purchase") during the term of this agreement, and  
4 to advance the Client's interest in the negotiations of terms and conditions of any such purchase. This Contract begins on  
5 \_\_\_\_\_ (date) and terminates at midnight on \_\_\_\_\_ (date) or at the Closing of any  
6 purchase under this Contract, if such occurs earlier.

7 **GEOGRAPHICAL AREA.** This Contract is limited by Buyer to the following areas subject to adjustment by the Buyer:  
8 \_\_\_\_\_

## 9 **BROKER AGREES:**

- 10 (1) to exercise all duties to the Buyer(s) as set forth in the Working With a Real Estate Broker disclosure prescribed by  
11 the Mississippi Real Estate Commission, including the fiduciary duties of confidentiality, obedience, disclosure,  
12 full accounting and the duty to use skill, care and diligence; and  
13 (2) to exercise the duty of honesty and fair dealing to the Buyer(s) and Seller(s).

## 14 **CLIENT AGREES:**

- 15 (1) to furnish Selling Agent on a timely basis with any necessary personal and/or financial information to assist Selling  
16 Agent in locating the desired property(ies) and to ensure Client's ability to purchase.  
17 (2) to permit Selling Broker to reassign Client to another agent within the firm for representation should Client and the  
18 Selling Broker agree that reassignment is best.

19 **COMPENSATION.** Agent agrees to accept a selling fee of \_\_\_\_\_ % of the selling price or a fee of \$ \_\_\_\_\_  
20 for properties listed on the MLS OR \_\_\_\_\_ % of the selling price or a brokerage fee of \$ \_\_\_\_\_ for all other  
21 types of properties and an administrative fee of \$ \_\_\_\_\_ .  
22

23 Buyer(s) agree that Broker may accept additional compensation offered by Seller(s) or Listing Broker with the knowledge of  
24 Buyer(s).

25 Buyer(s) agrees to compensate Broker irrespective of agency relationships if the Property is contracted during the term hereof  
26 or any extension thereof, or on the terms herein set forth, or any other terms for which they may contract, or \$ \_\_\_\_\_  
27 if the Buyer(s) terminates this agreement.

28 Agent agrees to negotiate for compensation first with the Seller(s) after applying that portion of the fee offered by the Listing  
29 Broker to reach the agreeable fee. If the Listing Broker and the seller fail to agree upon the minimum acceptable  
30 compensation above, then the Buyer(s) agrees to pay the difference.

31 If Buyer(s) buys a property shown or exposed to it by the Agent within \_\_\_\_\_ days of this Contract or any extension  
32 thereof (Protection Period) or within \_\_\_\_\_ days after the termination of this Contract, the original agreement as to  
33 compensation applies. Buyer(s) shall not be obligated to pay the fee described in this paragraph if a valid Buyer Agency  
34 Contract is entered into during the term of said Protection Period with another licensed real estate agent and a purchase, lease  
35 or exchange of Property is made during the term of said valid Buyer Agency Contract.

36 Buyer shall be obligated to pay the compensation provided for in the event of breach of this Contract by the Seller(s) if  
37 Buyer(s) successfully secures specific performance or damages from the Seller(s).



38 **PROPERTIES SPECIFICALLY EXEMPTED FROM THIS AGREEMENT:**

39 \_\_\_\_\_  
40 \_\_\_\_\_  
41 \_\_\_\_\_  
42 \_\_\_\_\_

43 **OTHER TERMS AND CONDITIONS:**

- 44 (1) Client is advised of the possibility that Seller or Seller's representatives may not treat the existence, terms and  
45 conditions of offers as confidential unless confidentiality is required by law, regulation or by a confidentiality  
46 agreement between the parties.  
47 (2) Client acknowledges that agent may represent multiple buyers pursuing the same properties.

48 **CLIENT AUTHORIZATION FOR CHANGE IN AGENCY STATUS.** Client understands that Broker represents sellers  
49 in addition to buyers. Further, Client agrees that Broker may represent both Buyer and Seller in the purchases and sale of  
50 property and that Broker can be, with written consent of both parties, the agent of both the Buyer and Seller acting as a  
51 Disclosed Dual Agent. In that event, Client confirms this consent to possible dual representation.

52 **EXPERT ASSISTANCE.** While Broker has considerable general knowledge of the real estate industry and real estate  
53 practice, Broker is not an expert in matters of law, taxation, financing, surveying, structural conditions, hazardous materials,  
54 engineering, etc. Client acknowledges Broker's advice to seek professional assistance and advice as needed in these and  
55 other areas of professional expertise. If Broker provides names or sources for such advice or assistance, the names are being  
56 provided as a courtesy and Broker does not warrant or guarantee the services and/or products obtained.

57 **TERMINATION.** Buyer may terminate this agreement upon fifteen (15) calendar days written notice to the Buyer Agent.

58 **NOTICE.** All notices required or permitted to be given under this contract shall be delivered by hand or mailed by certified  
59 or registered mail; by facsimile with receipt acknowledgement (if the fax number is listed below); or by email (if the email  
60 address is listed below), at Sender's option, and addressed as follows:

61 Buyer(s) Address: \_\_\_\_\_  
62 \_\_\_\_\_  
63 Facsimile: \_\_\_\_\_  
64 Email: \_\_\_\_\_  
65 Signed this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_  a.m.  p.m.  
66 BUYER \_\_\_\_\_ BUYER \_\_\_\_\_  
67 Print name: \_\_\_\_\_ Print name: \_\_\_\_\_  
68 Phone (W) \_\_\_\_\_ Phone (W) \_\_\_\_\_  
69 Phone (H) \_\_\_\_\_ Phone (H) \_\_\_\_\_  
70 By AGENT: \_\_\_\_\_ COMPANY: \_\_\_\_\_

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