

BUYER REPRESENTATION AGREEMENT

Date: _____

Buyer: _____

Broker: _____

Section 1. **Appointment Of Agent** Buyer appoints Broker as Buyer's exclusive agent and grants to Broker the exclusive right to represent Buyer in locating and purchasing real property or properties ("the Property") located in any area for which property is eligible to be listed in the _____ Multiple Listing Service.

Section 2. **Beginning and Duration of Agency.** Subject to earlier termination, Broker's authority as Buyer's agent shall begin on the date of this Agreement and will terminate on _____, 20__, or the purchase of the Property by Buyer. Either party may terminate this agreement at any time during the seven day period after execution by giving the other party written notice of termination.

Section 3. **Professional Service Fee.** Broker will be paid solely out of the commission which the seller of the Property pays upon the sale of the Property. Buyer agrees to cooperate with Broker to insure that Broker is paid a fee by the seller of the Property.

Section 4. **Authorization To Serve As Intermediary.** The law of Texas requires a broker to obtain the written consent of both parties to serve as an intermediary in a transaction. Buyer authorizes Broker to show to Buyer properties which Broker has listed for sale (Listed Property). If Buyer wishes to purchase Listed Property, Buyer authorizes Broker to serve as an intermediary between Buyer and the seller of the Listed Property. Broker will be compensated in accordance with the terms of this agreement. Broker may, after providing written notice to Buyer, appoint one or more licensees associated with Broker to communicate with and carry out Buyer's instructions and one or more licensees to communicate with and carry out the instructions of the seller of Listed Property.

Section 5. **Intermediary Terms.** Broker shall represent Buyer in negotiations for the purchase of the Property, unless Broker is serving as an intermediary, when the following restrictions and limitations shall apply. Broker, and any licensees associated with Broker: (1) may not disclose to Buyer that the seller of Listed Property will accept a price less than the asking price unless otherwise instructed in a separate writing by the seller; (2) may not disclose to the seller that the Buyer will pay a price greater than the price submitted in a written offer to the seller of Listed Property unless otherwise instructed in a separate writing from the Buyer; (3) may not disclose any confidential information or any information the seller or Buyer specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose such information by the Texas Real Estate License Act or a court or if the information materially relates to the condition of the Property; (4) Shall treat all parties to the transaction honestly; and (5) shall comply with the Texas Real Estate License Act.

Section 6. **Multiple Properties, Buyers Or Offers.** Other buyers represented by Broker may seek to acquire through Broker the same properties Buyer wants to acquire. Buyer consents to Broker's representation of other buyers during and after the expiration of this Agency Agreement. Broker will not disclose the price offered or financial details of Buyer's offer to other potential buyers nor will Broker disclose to Buyer the details of any other offer presented by another buyer represented by Broker. Broker shall remain neutral in presenting multiple offers from buyers represented by Broker or if Broker is an intermediary.

Section 7. **Notice To Buyer.** If Buyer agrees to purchase property, Buyer should have an abstract covering the property examined by an attorney of Buyer's choice or obtain a policy of title insurance.

Section 8. **Default.** Failure by either party to comply with this agreement shall be a default, and the non-defaulting party may seek any relief as provided by law.

Section 9. **Dispute Resolution.** It is the policy of the State of Texas to encourage the peaceable resolution of disputes through alternative dispute resolution procedures. The parties are encouraged to use an addendum approved by TREC to submit to mediation disputes which cannot be resolved in good faith through informal discussion.

Section 10. **Receipt Of Brokerage Information.** By signing below, Buyer acknowledges reading and understanding this Agreement and receipt of **Information About Brokerage Services** as required by the Texas Real Estate License Act.

Buyer: _____

Broker: _____

By: _____

Address: _____

Telephone No: _____