

FIRELANDS ASSOCIATION OF REALTORS

Exclusive Buyer's Agency Agreement

The undersigned Buyer hereby grants to _____ (Brokerage) and its licensed salesperson, the exclusive right to locate real property on behalf of Buyer and to assist Buyer in the negotiations for its purchase/acquisition on terms and conditions authorized by buyer.

The general description of the real property to be located is: _____

This agreement commences on the _____ day of _____ 20____ and ends on the _____ day of _____ 20____.

In consideration of Agent using his/her best efforts to locate such real property, the parties agree as follows:

1. Realtor agrees to use due diligence and professional skill to assist Buyer in locating real property and shall act solely in the best interests of Buyer in negotiating for its purchase or acquisition.
2. During the term of this Agreement, Buyer agrees to use Realtor exclusively in Buyer's search for such real property and for all subsequent negotiations for its purchase/acquisition.
3. Realtor agrees to accept compensation for services by splitting the real estate commission as offered thru MLS. If no such commission exists, the Buyer shall be responsible for paying a commission of _____% of the sale price or \$_____ flat fee to the Buyer Brokerage, payable at closing by the escrow agent. If the contract to purchase between buyer and fails to close because of any fault on the part of Buyer, with the exception of contract to purchase contingencies, compensation of Realtor will not be waived but will be due and payable immediately. If during a _____ day period following the termination of this agreement, Buyer purchases, leases, exchanges or otherwise acquires any property identified to Buyer during the term of this Agreement then Buyer shall pay Realtor the fee stated above.
4. Buyer's qualifications to purchase; Buyer gives Realtor permission to disclose to the seller, or their agent, information regarding Buyer's current or prior jobs history, credit, income, source of funds, identity, or any other information normally used by a lender to qualify a buyer to purchase.
5. Buyer understands that other potential buyers may consider, make offers on, purchase, lease, exchange or otherwise acquire through Realtor the same or similar properties as Buyer is seeking to acquire. Buyer consents to Realtor's representation of such other potential Buyers before, during and after the expiration of the Agreement.
6. SPECIAL STIPULATIONS _____

It is illegal, pursuant to the Ohio fair housing law, Division(H) of section 4112.02 of the Revised code, and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale of rental of housing accommodations, otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section or national origin: or to so discriminate in advertising the sale of rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

OHIO'S SEX OFFENDER REGISTRATION AND NOTIFICATION LAW: Required the local sheriff to provide written notice to certain members of the community if a sex offender resides in an area. This includes notice to residences adjacent to the offender's residence. Residences not adjacent to the offender's, will not receive notification from the sheriff. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law. Therefore, you can obtain information from the Sheriff's office regarding the notices they have provided pursuant to Ohio's sex offender notification law. It is recommended that you obtain information from the sheriff's office regarding registered sex offenders in the area you are considering to live.

Buyer is aware this is a legal and binding agreement, if buyer has questions or concerns, Buyer should seek legal counsel before signing.

REALTOR

DATE

BUYER

DATE

OFFICE

BUYER

DATE

June 2008