



**REALTOR® ALLIANCE of
GREATER CINCINNATI**

EXCLUSIVE BUYER REPRESENTATION AGREEMENT

This form document has been prepared by REALTOR® Alliance of Greater Cincinnati and is for the use of its members only.

NOTE: This is a legally binding Agreement establishing exclusive agency agreement between Buyer and Buyer Brokerage. If not understood, seek legal advice.

1. REPRESENTATION AGREEMENT AND TERM: This Exclusive Buyer Representation Agreement (this "Agreement") is entered into by and among _____ ("Buyer"), _____ ("Buyer Brokerage") and the following licensed salesperson affiliated with the Buyer Brokerage _____ (the "Licensed Salesperson"). Buyer hereby appoints the Licensed Salesperson and Buyer Brokerage as Buyer's agent and representative, and grants the Licensed Salesperson and Buyer Brokerage the exclusive right and authority to locate real property (the "Real Estate") and to negotiate on behalf of Buyer for the purchase or exchange (the "Purchase") of the Real Estate identified during the term of this Agreement, which shall begin on _____ ("Commencement Date") until 11:59 p.m. on _____ ("Expiration Date") (the "Term"). In the event that during the Term, an offer to Purchase is being actively prepared and/or negotiated and/or there is a fully executed contract to purchase for the Real Estate, the Term shall extend beyond the Expiration Date stated above until the closing of the Purchase that the subject of that offer or contract or the termination of any such contract to purchase. Buyer agrees that the Licensed Salesperson and Buyer Brokerage are each hereby appointed to act as the real estate broker for Buyer during the Term of this Agreement, and that Buyer Brokerage shall have the authority to appoint other licensees within its brokerage to represent Buyer's interest during the Term of this Agreement. If Buyer Brokerage appoints any additional licensees, Buyer Brokerage will notify Buyer at the time of the appointment. Buyer has the right to reject the appointment of any additional licensee.

2. DUTIES OF LICENSED SALESPERSON: During the Term of this Agreement, the Licensed Salesperson is considered Buyer's fiduciary and shall use his or her best efforts to further Buyer's interests by:

- Making a diligent attempt to identify Real Estate suitable for Buyer based upon criteria provided by Buyer.
- Assisting Buyer in negotiating offers, counteroffers and proposals acceptable to Buyer.
- Presenting all offers, written or otherwise, and counteroffers in a timely manner.
- Keeping confidential information received from Buyer confidential unless disclosure is permitted by Ohio law or Buyer's consent.
- Disclosing all material facts pertaining to the physical condition of the property of which the Licensed Salesperson has actual knowledge that Buyer would not discover by a reasonably diligent inspection.
- Accounting in a timely manner for all moneys and personal property received in which the Buyer has or may have an interest.
- Following any lawful instructions of Buyer.
- Advising Buyer to obtain expert advice related to material matters when necessary or appropriate.
- Exercising reasonable skill and care in representing Buyer and carrying out the responsibilities of the agency relationship.

Licensed Salesperson shall comply with the applicable requirements of Ohio real estate licensing law, the REALTOR® Code of Ethics, and federal and state fair housing laws.

3. DUTIES OF BUYER: During the Term of this Agreement, Buyer shall work exclusively with the Buyer Brokerage for the Purchase of the Real Estate and will immediately identify themselves as a represented buyer client of the Buyer Brokerage at any time when communicating about or viewing real property, including (but not limited to) attending an open house, visiting a builder's model home or construction site, talking with a "for sale by owner" or to any other licensee.

38 Buyer agrees to cooperate with Buyer Brokerage (and its licensees) in its dealings with Buyer Brokerage and its licensees
39 under this Agreement, and to ensure that any personal and/or financial information provided by Buyer is true and accurate.
40 Buyer hereby authorizes Buyer Brokerage to disclose to seller the Buyer's ability to purchase said Real Estate. Buyer
41 agrees that during the Term of this Agreement, any and all inquiries and/or negotiations relating to the acquisition by the
42 Buyer of any desired real property shall be through the undersigned Buyer Brokerage.

43 Buyer confirms that Buyer ☐has or ☐has not entered into any buyer representation agreement (or similar agreement)
44 with any other real estate brokerage. Buyer understands that signing more than one buyer representation agreement
45 could result in Buyer being responsible to pay additional compensation or other fees. Buyer agrees not to enter into
46 (directly or indirectly) any other buyer representation agreements during the Term of this Agreement. Any referral fees to
47 be paid on Buyer's behalf must be disclosed prior to entering into this Agreement.

48 **4. BUYER INVESTIGATIONS:** Buyer acknowledges that neither Buyer Brokerage nor any licensee within Buyer
49 Brokerage's firm makes any representations or warranties with regard to conditions located inside or outside the
50 boundaries of the Real Estate, including but not limited to, physical defects or conditions, crime statistics, registration of
51 sex offenders, noise levels (i.e. airports, interstates, environmental), local regulations/development or any other issues
52 that may be of relevance to Buyer, and Buyer assumes sole responsibility for researching such conditions. Buyer shall
53 rely solely on Buyer's own inspections, research, assessments, and inquiries with local agencies. Buyer Brokerage
54 makes no warranties with regard to municipality and zoning, school district or use of the Real Estate, and Buyer assumes
55 sole responsibility for researching the foregoing conditions. Buyer acknowledges that Buyer has the sole responsibility
56 for conducting investigations of these conditions and the use of the Real Estate to verify that the Real Estate is suitable
57 for Buyer's intended use.

58 **5. AGENCY:** The Licensed Salesperson is appointed as an agent of the Buyer under this Agreement. The agency
59 relationship is exclusive, meaning that during the Term of this Agreement Buyer will not appoint another real estate agent
60 outside of the Buyer Brokerage's firm to act as Buyer's real estate agent. Buyer confirms that prior to entering into this
61 Agreement, Buyer has received the Consumer Guide to Agency Relationships from Buyer Brokerage and that Buyer has
62 signed a separate acknowledgement of receipt of the same.

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

72 **7. CONTEMPORANEOUS OFFERS:** Ohio law permits real estate agents to represent more than one buyer at a time
73 and to show those buyers the same properties. In some instances, more than one buyer represented by the same real
74 estate agent may want to make an offer to purchase the same property. This is referred to as a contemporaneous offer.
75 If this occurs, Ohio law requires Buyer Brokerage to notify Buyer in writing (or verbally if written notification cannot be
76 provided in a timely manner). If Buyer is notified that a contemporaneous offer situation exists, Buyer may request to be
77 referred to another licensee within the Buyer Brokerage.

78 **8. LEGAL NOTICE REGARDING COMPENSATION: BROKER FEES AND COMMISSIONS ARE NOT SET BY LAW,**
79 **ARE FULLY NEGOTIABLE, AND MAY BE PAID BY THE SELLER, THE BUYER, THE LANDLORD, THE TENANT, OR**
80 **A THIRD PARTY, OR BY SHARING OR SPLITTING THE FEES AND COMMISSIONS BETWEEN BROKERS.**

81 **9. TERMS OF COMPENSATION:** Buyer Brokerage shall be compensated in the following manner:

82 (a) Buyer shall pay Buyer Brokerage, at closing, an amount equal to \$_____ and/or _____% of the gross
83 selling price of any acquired Real Estate, with the non-refundable retainer fee below (if any) to be applied
84 towards such compensation that is payable at closing.

(b) Buyer shall pay Buyer Brokerage a non-refundable retainer fee of \$_____ which shall be due and payable upon execution of this Agreement, and which amount shall be applied towards Buyer Brokerage's compensation at closing on a transaction in which Buyer acquires Real Estate (to the extent that any such additional compensation payable at closing is provided for above or below).

(c) Other (e.g., technology/administrative support services/additional commission): _____

(If any blanks in sub-sections 9(a), 9(b) and/or 9(c) above are not filled in, it shall be construed as Zero or not applicable for that method of compensation.)

At the direction of Buyer, Buyer Brokerage may seek such compensation from the listing brokerage or seller, in order to offset some or all of the compensation otherwise due from Buyer under this Agreement. Unless otherwise specified above, compensation is due and payable at closing. Any amounts paid by the seller toward the Buyer Brokerage compensation shall reduce the amount to be paid by Buyer. In no event shall Buyer Brokerage receive or retain compensation (from any source) that exceeds the specified amount or rate agreed to with Buyer in this section of the Agreement.

The compensation shall apply to any Purchase executed during the Term, or during any extension of this Agreement. The compensation shall also apply to purchase agreements executed within _____ days (90 days if left blank) after the expiration or other termination of this Agreement if the property acquired was presented to Buyer through the services of Buyer Brokerage.

If the seller fails to close with no fault on the part of Buyer, compensation (aside from a non-refundable retainer fee) may be waived by Buyer Brokerage (at its sole discretion), provided however, nothing herein shall be construed as a representation from Buyer Brokerage or the Licensed Salesperson that their services are free or available at no cost to their clients. Buyer understands and agrees that the Buyer Brokerage compensation paid in whole or in part by the seller does not create an agency relationship between the seller and Buyer Brokerage.

If the Purchase between Buyer and the seller fails to close or to be executed because of any default on the part of Buyer, with the exception of contract to purchase contingencies, compensation of Buyer Brokerage will not be waived, and will be due and payable by Buyer immediately.

10. OTHER TERMS AND CONDITIONS: _____

11. GOVERNING LAWS: This Agreement shall be governed in accordance with the laws of the State of Ohio.

12. ENTIRE AGREEMENT; COUNTERPART AND ELECTRONIC SIGNATURES: This Agreement constitutes the entire agreement between the parties hereto, and supersedes any other written or oral agreements between Buyer and Buyer Brokerage (or its licensed agents). Any subsequent amendments, and/or other modifications to this Agreement must be in writing and signed by both Buyer and Buyer Brokerage. This Agreement may be cancelled only by the mutual written consent of both Buyer Brokerage, the Licensed Salesperson, and Buyer. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. Electronic signature and transmissions are an acceptable method for the execution and delivery of this Agreement and any addenda(s) or amendments to this Agreement, and shall be binding upon the parties hereto.

13. INDEMNIFICATION: Buyer recognizes that Buyer Brokerage and the Licensed Salesperson are relying on all information provided heretofore or hereafter by Buyer in connection with the purchase of any Real Estate, and Buyer agrees to indemnify and hold harmless Buyer Brokerage, its employees, agents and cooperating brokers from any claims, demands, damages, lawsuits, liabilities, costs and expenses (including reasonable attorney's fees) arising out of any misrepresentation made by Buyer in connection with this Agreement or resulting from Buyer's provision of inaccurate or incomplete information in the course of dealing under this Agreement. Buyer understands and acknowledges that a real estate professional is qualified to advise in matters concerning real estate but is not an expert in matters of law, taxes,

128 financing, surveying, property inspections, structural conditions, hazardous conditions, engineering, etc. Buyer
129 acknowledges that Buyer has been advised by Buyer Brokerage and the Licensed Salesperson to seek professional
130 expert assistance and advice in these and other areas of professional expertise. In the event Buyer Brokerage and/or the
131 Licensed Salesperson provides to Buyer names of companies or other professionals for advice and assistance, Buyer
132 additionally acknowledges and agrees that neither Buyer Brokerage nor the Licensed Salesperson warrants, guarantees,
133 or endorses the services and/or products of such companies or other professionals.

134 **14. BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that a seller or its representative may not treat the existence,
135 terms or conditions of any offer as confidential unless there is a confidentiality agreement between Buyer and a seller.
136 Buyer acknowledges that any questions regarding Buyer's legal rights or obligations with regard to any provision in this
137 Agreement, accompanying disclosure forms and addendums (if any) or with regard to Buyer's obligations as set forth in
138 a fully executed contract to purchase must be directed to Buyer's attorney. Buyer acknowledges that Buyer has read this
139 Agreement and understands and agrees to the terms and conditions of this Agreement, and that the information contained
140 herein is true and accurate to the best of Buyer's knowledge. Buyer acknowledges that Buyer has received a copy of this
141 Agreement in its completed form at the time of execution.

142 Buyer acknowledges receipt of a copy of this Agreement. By signing below Buyer agrees to the terms of this Agreement
143 and expressly grants permission to Buyer Brokerage to provide this Agreement to Buyer's lender (if applicable) and title
144 company.

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Print Buyer's Name		Buyer's Signature / Date / Time
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Buyer's Phone	Buyer's Email Address	Buyer's Other Contact Information
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Print Buyer's Name		Buyer's Signature / Date / Time
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Buyer's Phone	Buyer's Email Address	Buyer's Other Contact Information

BUYER BROKERAGE firm: ReMax Alpha

Print Contact (Principal Broker) Name Charlotte Pendergrass

Print Contact (Manager) Name Charlotte Pendergrass

Print Licensed Salesperson's Name: Marty Creech

Licensed Salesperson's Contact Info: 513-523-6358 513-659-3760 marty@martycreech.com
Office Phone Cell Phone Email Address

Licensed Salesperson's Signature/Date signed: