

EXCLUSIVE BUYER AGENCY AGREEMENT

(The buyer understands this service is being offered free at no cost to the Buyer, unless buyer executes a sales contract for real property or unless a separate agreement is signed and agreed to by both parties.)

NAME OF BUYER(S): _____ hereby appoints Coldwell Banker Legacy Real Estate Group, Broker, as Buyer's exclusive agent for the purpose of assisting the Buyer(s) to acquire interests in real property in Kentucky and under the terms specified herein.

1. By appointing Broker as Buyer's exclusive agent, Buyer agrees to conduct all negotiations for property through Broker/Agent, and to indicate to the Broker/Agent all properties in which the buyer has an interest to purchase including those listed by other Real Estate Brokers or properties available from private owners. Buyer agrees to refer to Broker all inquiries received in any form from real estate brokers, salespersons, prospective sellers, or any other source during time this agency contract is in effect. In addition, Buyer agrees that any Broker compensation which is conditioned upon the acquisition by Buyer of interests in real property, whether by lease or purchase, will be earned by Broker whenever such interests in real property are acquired by Buyer, or by Buyer through any person or entity, without any discount or allowance for any efforts made by Buyer or by any other agent of Buyer in connection with the acquisition of such interests in real property by Buyer.
2. Broker/Agent shall provide the Buyer with information regarding property in Kentucky. The Buyer(s) agree to allow the Broker to make the initial contact with the Seller, and to negotiate all offers to purchase and to conduct all other necessary transactions in the buying and closing process.
3. Broker/Agent shall attempt to procure a prospective seller's acceptance of an offer to purchase a prospective seller's property and to assist in the completion of the transaction. Broker/Agent agrees to present all offers to purchase in a timely manner.
4. Broker/Agent agrees not to disclose information obtained in confidence from the Buyer except as authorized in writing by the Buyer as required by law. If the Buyer seeks to acquire a property listed with the Broker, Coldwell Banker Legacy Real Estate Group, the Broker would owe conflicting fiduciary duties to both the Buyer and seller at the same time. The Broker cannot represent the interests of either party to the exclusion or detriment of the other party. In order for the Broker to assist both the Buyer and Seller in such transactions, the Broker will act as a DUAL AGENT. The Broker/Agent has the fiduciary duties of utmost care, integrity, honesty and loyalty in dealings with the Buyer and Seller. The Broker will also have the duty to disclose all facts known to the agent that would materially affect the property. The duties of honest and fair dealings in good faith shall be due both parties.
5. The parties agree not to discriminate against any prospective Seller on the basis of race, creed, color, sex, national origin, familial status, handicap, religion or others as they may be provided by local, state or federal law or regulation.
6. Buyer(s) agree to pay Broker a commission fee of _____ percent of the value of the sales contract or a fee of _____ if the Buyer and a Seller enter into an agreement within eighteen months (18) of the above date of this agreement and eventually execute the agreement.
7. The parties agree to resolve any disputes arising under this agreement first through mediation and, if unsuccessful, through arbitration or Kentucky Circuit Court. Any disputes \$2,500 or lower will be handled by the Small Claims Court.
8. This agency contract constitutes the entire agreement between the parties relating to the subject thereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this agency contract. No assignment of Buyer's right under this agency contract and no assignment of rights in real property obtained for Buyer pursuant to this agency contract shall operate to defeat any of Broker's rights under this agency contract.

Buyer and Broker/Agent acknowledge and agree this exclusive buyer agency agreement commences at _____
____.m on the _____ day of _____ 20____.

Purchase Date/Time

Broker Date/Time

Purchaser Date/Time

Agent Date/Time