



EXCLUSIVE BUYER REPRESENTATION AGREEMENT

This is a legally binding contract. If not understood, seek legal advice.

1. Buyer(s) _____ and _____ appoint Denby Real Estate, Inc. as Buyer's Exclusive Agent for the purpose of assisting Buyer to find and acquire an interest in suitable real property acceptable to Buyer.
2. This agreement shall begin at 12 pm on _____ and expire at 12 am on _____ unless the Buyer client is represented by Denby Real Estate, Inc in a pending transaction with a valid purchase agreement, then this representation agreement will extend through the closing date of that pending transaction.
3. Brokers' Duties: Broker agrees: (a) to attempt to locate a property acceptable to Buyer; (b) to negotiate on Buyer's behalf terms and conditions agreeable to Buyer; (c) to act in Buyer's interest regarding the location, purchase or exchange of a property.
4. Buyer's duties: Buyer agrees: (a) to tell Broker about all past and current contacts with any real property or any other real estate agents; (b) to utilize Broker exclusively in following up leads or information about a property no matter what the source of such lead or information; (c) to cooperate with Broker and be reasonably available to examine real property; (d) upon request, to give Broker financial and personal information regarding Buyer's needs and ability to purchase; (e) to schedule all appointments to see a property exclusively through Broker.
5. Buyer agrees that Broker may represent other Buyers and show and sell other Buyers the same properties. Buyer realizes that if any of Denby Real Estate, Inc.'s Buyer Clients have interest in a particular property, that information is considered to be confidential and will not be disclosed to any other clients.
6. Broker may share and disclose non-confidential information about Buyer with other agents who offer real property for sale;
7. Buyer understands that the Broker provides agency representation to both Sellers and Buyers, and hereby gives consent to the dual agency relationship with the Broker that will result if Buyer becomes interested in a Property listed by the Broker.
8. Buyer understands that this Agreement is an exclusive appointment and agrees to cancel in writing all outstanding Open Right to Represent Buyer Agreements signed by Buyer with any other broker. Buyer represents that Buyer is not currently bound by any Exclusive Agreement with another broker, and understands that if this were the situation, Buyer would possibly be liable for the payment of more than one fee. Buyer agrees not to enter into another Exclusive Agreement with any other broker unless this agreement has terminated;
9. This Agreement may be terminated if the following conditions are met:
 - a) the Agreement expires; or Buyer and Broker mutually agree to terminate this Agreement, in writing, prior to expiration;
 - b) Broker reserves the right to re-assign you to another agent within the firm or to refer you to another agency for representation should the parties mutually decide that is best.
10. PROFESSIONAL SERVICE FEE: (a) Buyer agrees that Broker is entitled to a fee if during the original term of this Agreement or any extension, Buyer enters into a contract to purchase or acquires a property acceptable to Buyer. If Buyer attempts to avoid the obligations under this Agreement to Broker, then Buyer shall be obligated to pay the service fee.
 - (b) Broker's Professional service Fee shall be at least _____ of the purchase price of the property purchased by Buyer. If the amount offered through the Nantucket Listing Service or cooperating brokerage firm is less, the Broker may elect to reduce the fee. Conversely, if Broker receives a fee from any of the above sources in excess of the amount stated in this Agreement, Buyer agrees that Broker may accept that amount;
 - (c) If Buyer wishes to purchase a property not listed through the Nantucket Listing Service, the Broker's fee for this service shall be _____. The Broker may elect to reduce this fee if the best interests of the client are at issue;

(d) Broker will make every effort to obtain the above Professional Service Fee from the seller, the Listing Agency, the Buyer Broker Fee from the Nantucket Listing Service or structured within an Offer to Purchase from the proceeds of the sale or from the transaction.

11. Buyer hereby acknowledges receipt of a Massachusetts Mandatory Licensee-Consumer Relationship Disclosure form as required by law, from the Broker.

THIS AGREEMENT SUPERSEDES ALL OTHERS AND THE BUYER(S) WARRANT THAT THEY ARE NOT PRESENTLY REPRESENTED EXCLUSIVELY OR OTHERWISE WITH ANOTHER REAL ESTATE OFFICE OR BROKER AS OF THE DATE OF THIS AGREEMENT.

In witness whereof the Buyer and the Broker have hereunto set their hands and seals as of this date _____.

BUYER(S)

BROKER

DENBY REAL ESTATE, INC.