



# EXCLUSIVE BUYER AGENCY CONTRACT

for use only by Members of the  
YOUNGSTOWN COLUMBIANA ASSOCIATION OF REALTORS®, INC.



Approved by Board Legal Counsel

**THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.**

(For real estate advice, consult your REALTOR®.)

\_\_\_\_\_, 20\_\_\_\_  
(DATE)

1. The undersigned \_\_\_\_\_ ("Buyer") hereby retains \_\_\_\_\_ ("REALTOR®"), for the purpose of exclusively assisting Buyer to procure property of a nature outlined below or other property acceptable to Buyer, and to negotiate terms and conditions acceptable to Buyer for purchase or exchange of such property. This contract shall commence this date and terminate at midnight of \_\_\_\_\_, 20\_\_\_\_.

2. GENERAL NATURE, LOCATION AND REQUIREMENTS OF PROPERTY: \_\_\_\_\_

3. PRICE RANGE AND OTHER TERMS AND CONDITIONS: \_\_\_\_\_

4. COMPENSATION OF REALTOR®:

(a) Retainer Fee: Buyer agrees to pay, and REALTOR® acknowledges receipt of a retainer fee of \$ \_\_\_\_\_ as compensation for initial professional counseling, consultations and research. Said fee is non-refundable, but shall be credited against any compensation of REALTOR® due and payable at closing.

(b) Purchase or Exchange: Buyer will pay REALTOR® a fee according to either subsection (1) or (2) below as follows:

(1) If at the time Buyer contracts to purchase or exchange such property, subject to a listing contract held by other than the REALTOR® herein, a fee equal to the greater of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase or exchange price.

(2) If at the time Buyer contracts to purchase or exchange property not subject to a listing contract, a fee equal to the greater of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase or exchange price.

(c) Buyer agrees to pay REALTOR® the applicable fee as set forth in this section if Buyer, or any other person acting for Buyer or on Buyer's behalf, purchases or exchanges any real property of the nature described herein. If a Contract to Purchase between Buyer and a Seller fails to close because of any fault on the part of Buyer, compensation of REALTOR® will not be waived, but will be due and payable immediately.

5. PROTECTION PERIOD: Buyer agrees to pay REALTOR® the fee, as described in section 4 (b) if the Buyer, acting as his own agent, within \_\_\_\_\_ days after the termination date, purchases or agrees to purchase real estate from any Seller, whether individually or in combination with others, with whom Buyer negotiated during the term hereof, or from any Seller, whether individually or in combination with others, whose property was shown by REALTOR® or any person during the term hereof. This clause shall be null and void if the Buyer has signed an Exclusive Buyer Agency Contract with another REALTOR®.

6. EXTENSION: If a Contract to Purchase is executed by Buyer prior to the expiration of this contract, the term hereof shall be extended until final disposition of the Contract to Purchase.

7. PAYMENT OF FEE BY SELLER: The Buyer's REALTOR® is authorized to participate in a commission paid by the Seller, the payment of which will be credited to the Buyer's obligation to pay a commission under this contract. The payment of any commission by the Seller from the sale proceeds shall not make the Buyer's REALTOR® either the agent or subagent of the Seller unless otherwise consented to by both parties to the transaction.

8. COOPERATION WITH OTHER REALTORS®: It is understood the REALTOR® may cooperate with other REALTORS® and their agents in an effort to procure a property or properties in accordance with this contract, and may share fees with them.

9. REALTORS® OBLIGATIONS: In consideration of Buyer's contract set forth above, REALTOR® agrees to use diligence in procuring a property acceptable to Buyer and to negotiate terms and conditions for the purchase or exchange acceptable to Buyer. REALTOR® agrees that he will act for Buyer only and will not accept a fee from Seller unless full disclosure thereof is made to Buyer prior to the execution of an offer to purchase or exchange and both parties consent thereto.

10. FAIR HOUSING STATEMENT: 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 or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familiar status, ancestry, disability, or national origin; or to so discriminate in advertising the sale or 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.

11. OHIO'S SEX OFFENDER REGISTRATION AND NOTIFICATION LAW: Requires 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. This notice provided by the sheriff is 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.

12. INDEMNIFICATION: Buyer and REALTOR® recognize that the REALTORS® involved in the sale are relying on all information provided herein or supplied by Buyer or his sources, and agree to indemnify and hold harmless the REALTORS®, their agents and employees, from any claims, demands, damages, suits, liabilities, misrepresentation or concealment of facts by the Buyer or his sources. Buyer is relying on his own understanding of financing to be secured as well as the tax consequences, if any. The REALTOR® shall use his professional real estate knowledge to represent the Buyer in a diligent and effective manner and to locate property which is available for purchase and suitable to the Buyer. REALTOR® is not providing financing advice, tax advice, legal advice, plumbing, engineering, surveying or electrical advice or any other professional service with regard to the condition or soundness of the property being purchased. Buyer shall evaluate his need for professional inspection(s) and will rely solely on such inspection(s) as well as his own inspection(s) as to the suitability and condition of said property.

13. AGENCY DISCLOSURE: Buyer acknowledges the requirement to sign an Agency Disclosure Statement, to be provided by REALTOR®, prior to signing a Contract to Purchase real estate.

14. SOLE CONTRACT: The parties agree that this contract constitutes their entire contract and that no oral or implied contract exists. Any amendments to this contract shall be made in writing, signed by both parties and copies shall be attached to all copies of this original contract.

15. BUYER'S ACKNOWLEDGMENT: Buyer acknowledges that he has read this contract and the information contained herein is true and accurate to the best of his knowledge and that he received a copy of this contract in its completed form on \_\_\_\_\_, 20\_\_\_\_.

16. SIGNATURES:

For: \_\_\_\_\_  
(SELLING REALTOR® Firm)

\_\_\_\_\_  
(BUYER)

By: \_\_\_\_\_  
(SELLING SALESPERSON)

\_\_\_\_\_  
(BUYER)

\_\_\_\_\_  
(Selling Salesperson's Office #)

\_\_\_\_\_  
(Selling Salesperson's Res. #)

\_\_\_\_\_  
(Buyer's Office #)

\_\_\_\_\_  
(Buyer's Res. #)