



Buyer Agency Agreement for Maryland and Washington, DC

This Agreement ("Agreement") is made on _____, between _____ ("Buyer") and _____ ("Broker")

which assigns _____ as Agent of the Broker ("Agent"). In consideration of services provided, the Broker is hereby granted the right to represent the Buyer in the purchase, option, or exchange of real property or cooperative units (the "Property").

1. **PURPOSE:** A This agreement ("Agreement") establishes
 - 1) a **brokerage relationship** ("Brokerage Relationship"), an agency relationship between Buyer and Broker, and
 - 2) a **contractual obligation** ("Contractual Obligation") between Buyer and Broker, in which the Broker has the exclusive right to represent Buyer under the terms and conditions set forth herein.
2. **BROKER RESPONSIBILITIES:** Agent and Broker agree to: 1) Use professional knowledge and skills to locate and present real property, which is available for purchase and suitable for the Buyer's needs. 2) Assist Buyer through the process of property acquisition. 3) Represent the interests of the Buyer in all negotiations and transactions regarding the acquisition of real property, notwithstanding the fact Agent may receive compensation from other parties.
3. **BUYER RESPONSIBILITIES:** Buyer will work exclusively with Broker during the term of this Agreement, and will contact Agent first with any questions or showing requests about Properties, and not the Seller or any other agent. At open houses, Buyer agrees to notify the party representing the seller of this Agreement. For new home builders and new home open houses, Buyer agrees to make any first visit to any new home builder's model only while accompanied by Agent. Buyer will furnish Broker with necessary financial and personal information to reasonably establish Buyer's ability to purchase property and authorizes the release of such information to the Seller and Seller's Broker.
4. **BROKER COMPENSATION:**
 - A. **Commission:** Buyer agrees that Broker shall receive a broker's fee ("Commission") of ☐ _____ % of the sale price OR ☐ \$ _____ at the Settlement of any Property contracted to be purchased during the term of this Agreement, no matter who locates the property, even if located entirely by Buyer. In most cases, the Seller pays Commission. Broker is authorized to receive all Commission offered, and such payment shall be made with the Seller's and Buyer's prior knowledge. In the event Seller does not pay the total of the Commission due, Buyer hereby agrees to pay the difference due to the Buyer's Broker, up to the full amount. Buyer also agrees to pay additional commission in the amount of \$ _____ at Settlement, regardless of any Seller payment of Commission. Buyer has paid an advance fee of \$ _____ to retain the services of Broker, which will be credited against the Commission due.
 - B. **Protection Period:** Commission shall be paid to Broker if a Property is purchased by Buyer within _____ days after the termination of this Agreement (the "Protection Period"), unless Buyer enters into a new, valid Buyer Agency Agreement during the term of said Protection Period.
 - C. **Amount of Commission Offered:** Commission paid by the Seller is generally indicated as follows: 1) in Bright MLS for any properties using that Multiple Listing Service ("MLS"), or 2) in an addendum to the purchase contract for new home construction, or properties unlisted in Bright MLS.
 - D. **Payment of Commission:** Commission is due at Settlement, unless Buyer, after sales contract acceptance, fails to perform or is otherwise in default of the sales contract or executes a release to which the Broker is not a party of the sales contract after all contingencies thereunder have been removed. In such case, the Commission is due no later than the previously agreed Settlement date. If Buyer enters into a Contract with a Seller during the original term of this Agreement, and Seller subsequently defaults, then the original term of this Agreement is extended by the number of days property was under contract.
5. **TERM:** This Agreement commences when signed and expires at 11:59 p.m. on _____ ("Expiration Date"), unless extended in writing, or unless earlier terminated as herein provided. If a Contract of Sale is entered into by Buyer before Expiration Date, which provides for Settlement to occur after such Date, this Agreement shall be automatically extended until Settlement has occurred or until the Contract of Sale is released in writing by the parties.

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6. TERMINATION:

- A. Washington, DC:** This Agreement may be terminated prior to the Expiration Date only by mutual written consent by both parties.
- B. Maryland:** 1). The **Brokerage Relationship** established by this Agreement may be terminated unilaterally by either party prior to the Expiration Date by either Delivering _____ days advance Notice to the other. 2) Even if the Brokerage Relationship is terminated under the terms above, the **Contractual Obligation** shall remain in full force and effect, unless terminated by mutual written consent of all parties. In addition, the terms of paragraph 4.B ("Protection Period") shall survive even if this Agreement is terminated early.

7. **DISCLAIMER AND LIMITATIONS:** Buyer acknowledges that Broker is being retained solely as a real estate agent, and has been advised to seek professional advice for legal, tax, appraisal, home inspection, surveying, engineering and other matters. Buyer acknowledges that the Broker may represent other Buyers and that other potential Buyers may consider, make offers on, or purchase properties through Broker. Buyer consents to Broker's representation of other Buyers before, during, and after the expiration of this Agreement. Upon receipt by Broker of a ratified contract to purchase Property pursuant to this Buyer Agency Agreement, Broker shall have no further obligation hereunder to procure any subsequent Properties for Buyer. Buyer agrees that Broker may perform ministerial acts for the Seller. A ministerial act is a routine act that does not involve discretion or the exercise of the Broker's own judgment. Buyer acknowledges the possibility that Seller or Seller's representatives may not treat the existence, terms or conditions of the Buyer's offer as confidential information.

8. GENERAL PROVISIONS:

- A. Laws and Regulations:** Buyer acknowledges that Broker must comply with federal, state and local laws and regulations. Buyer understands that, as a REALTOR®, Broker must also adhere to the Code of Ethics promulgated by the NATIONAL ASSOCIATION OF REALTORS®.
- B. Delivery:** Delivery or Delivered means hand carried, sent by overnight delivery service, sent by wired or electronic medium which produces a tangible record of the transmission (such as a "fax", email which includes an attachment with an actual copy of the executed instruments being transmitted, or U.S. Postal mailing). In the event of overnight delivery service, Delivery will be deemed to have been made on the next business day following the sending, unless earlier receipt is acknowledged in writing. In the event of U.S. Postal mailing, Delivery will be deemed to have been made on the third business day following the mailing, unless earlier receipt is acknowledged in writing.
- C. Notice:** This agreement shall be deemed enforceable when it and all addenda and any modifications thereto have been signed, initialed where required by Buyer and Broker (or Supervising Manager), and Delivered to the other party.
- D. Paragraph Headings:** The Paragraph headings in this Agreement are for reference and convenience only, and do not define or limit the intent, rights or obligations of the parties.
- E. Definitions:** The singular shall include the plural, the plural the singular, and the use of either gender shall include the other gender. The term "Seller" shall include "optioner" and "exchanger". The term "Buyer" shall include "optionee" and "exchange".

9. **INCLUSIONS, AGREEMENT AND RECEIPT:** This document and the attachments below contain the full and entire Agreement between Buyer and Broker and supersede any prior or contemporaneous agreements, if any, whether written or oral between the parties. Each acknowledges receipt of a copy of this Agreement. In accordance with Maryland and/or District of Columbia Law, included with this Agreement are:

Maryland:

- ☐ Consent For Dual Agency
 - ☐ Notification of Dual Agency Within a Team

Washington, DC:

- #### ☐ Consent for Dual and Designated Representation

Dual Agency: In the event of dual agency, when either the Buyer or Broker declines to consent in writing to Dual Agency, either party may terminate this Agreement by written notice to the other party.

10. ADDITIONAL PROVISIONS:

Buyer Name & Signature	Date
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Date _____

Broker Name & Signature _____ Date _____

Date

Buyer Name & Signature	Date
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Date

Agent Name & Signature	Date
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Date

Address:

Broker Firm Name:

Email:

Broker Address:

Phone: _____

Broker Phone: _____

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