



*"The Best in the Business"*

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## EXCLUSIVE BUYER AGREEMENT

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1. By this agreement, \_\_\_\_\_ (“Buyer”) hereby retains Warren Real Estate (“Broker”) to act as Buyer’s exclusive agent

2. Broker agrees to utilize his/her best efforts to assist Buyer in locating and purchasing real property in which the Buyer is interested, and to negotiate a contract to purchase that property on terms that are acceptable to the Buyer. This agreement does not obligate Buyer to purchase any particular property.

3. By appointing Broker as Buyer’s exclusive agent, Buyer agrees to conduct all negotiations for the purchase of residential real estate during the term of this agreement through the Broker. Buyer understands that this will include referring all other Brokers or agents who may solicit Buyer directly to Broker who will then carry on any negotiations on Buyer’s behalf. The term of this agreement shall begin upon signing and shall end on \_\_\_\_\_.

4. In every case where a sale is entered into, Broker will seek to be compensated from the proceeds of the sale under the terms of the listing agreement with Seller’s Broker. In the specific case where that does not apply and where Broker disclosed the fee structure being paid on the transaction as not including compensation to Broker, Buyer will pay to Broker amount equal to 3.5% of the contract price, due and payable at closing.

5. Buyer acknowledges that Buyer understands Broker will also be acting as agent for sellers of homes, which may include homes that are considered by Buyer to purchase. In these cases, disclosure of that relationship will be specifically made to Buyer in the form of a Dual Agency Disclosure as provided by the statute in New York State. It is possible that Broker may represent another Buyer who has shown an interest in purchasing a specific property in which Buyer has an interest. In that event Broker will make disclosure of that relationship.

6. It is also Buyer’s obligation to notify Broker of all properties, which includes notification about any specific property, about which Buyer seeks information or may have an interest in purchasing.

7. **NON-DISCRIMINATION** – Broker and Buyer agree that all actions carried out under this agreement shall be in full compliance with local, state and federal Fair Housing Laws and discrimination on the basis of race, color, religion, national origin, sex, familial status, age or disabilities.

8. **PROFESSIONAL COUNSEL** – Broker hereby recommends Buyer seek legal, tax, property financing, property inspection, environmental engineering, and other professional advice relating to any proposed transaction.

9. **ENTIRE AGREEMENT** – This agreement constitutes the complete agreement between Broker and Buyer. No modification of any of the terms of this agreement shall be valid or binding unless such modifications are in writing and signed by Broker and Buyer.

**BUYER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**BUYER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**AGENT:** \_\_\_\_\_ **DATE:** \_\_\_\_\_