

LOYALTY AGREEMENT

EXCLUSIVE BUYER AGENCY AGREEMENT (With Consent To Designated Agency)

This Exclusive Buyer Agency Agreement is made between

("BUYER") and _____ ("BROKER"). In consideration of the mutual promises set forth below, BUYER and BROKER agree as follows:

- 1. Exclusive Buyer Agency.** BUYER grants to BROKER the exclusive right to locate or procure real property acceptable for purchase/lease by BUYER. BUYER further agrees to refer all potentially acceptable real property to BROKER during the term of this Agreement and agrees to notify all other real estate agents who communicate with BUYER of BROKER'S Exclusive agency relationship with BUYER. The final decision whether or not a property is acceptable for purchase shall be solely within the discretion of BUYER. **The BUYER acknowledges receipt of a Mandatory Licensee-Consumer Relationship Disclosure Form.**
- 2. Terms of Agency.** The term of this agreement shall be from _____, _____ to _____, _____, unless extended verbally or in writing or terminated by completion of the purpose or by agreement.
- 3. Broker's Services/Duties.** BROKER agrees to use reasonable efforts to locate real property acceptable to BUYER and to assist BUYER to negotiate terms and conditions of a contract acceptable to BUYER for the acquisition of the real property (the "Contract.") The Contract may consist of an accepted offer, purchase and sale agreement, option deed, exchange agreement, lease or similar instrument. BROKER agrees to assist in locating properties, arrange showings, analyze financing alternatives, give advice concerning real estate practices and procedures, assist in negotiations, arrange inspections requested by BUYER and coordinate activities throughout the process. BUYER agrees that BROKER has not been retained as an attorney, inspector, home inspector, pest/termite inspector, septic inspector, surveyor or to determine the condition of the real property and has not been retained to provide legal advice, to provide an opinion concerning lawfulness of current or anticipated uses, to perform a title search or to act as a mortgage broker. BUYER agrees that BROKER shall have no duty to disclose any matter or condition outside the boundaries of the real property being considered for purchase, including, but not limited to, present conditions and anticipated changes in the neighborhood where the property is located. BROKER recommends that an attorney and other professionals be hired for such services as BUYER deems appropriate and that BUYER personally investigate particular matters which may be of importance, including, but not limited to, neighborhood composition, the level of crime and presence of sex offenders. BROKER agrees to reserve confidential information of BUYER, making disclosure of confidential information solely to the extent necessary to establish BUYER'S financial qualifications. BROKER represents that BROKER is duly licensed as a real estate broker by the Commonwealth of Massachusetts.
- 4. Buyer's Duties.** BUYER agrees to work exclusively with **HTA LLC.** (BROKER) During the term of this agreement. BUYER agrees to conduct all negotiations with the knowledge and assistance of BROKER. Buyer agrees to cooperate with BROKER by providing relevant personal and financial information and to cooperate in scheduling and attending showings. BUYER agrees to advise BROKER of any interest in purchase or lease of real property about which BUYER was previously advised by any other person. BUYER shall provide any lender's letter of pre-approval or pre-qualification to BROKER within seven (7) days of receipt. BUYER agrees not to attend any open houses without advance notice and approval of BROKER and agrees to advise each listing broker at each open house of BUYER'S agency relationship with BROKER. BUYER represents that BUYER is not subject to any earlier agency agreement with any other broker or any protection period. BUYER understands that this agreement does not relieve BUYER of the duty to exercise due diligence for BUYER'S own protection, including the duty to investigate any information of importance to the BUYER.

- 5. Broker's Compensation.** BUYER agrees to pay BROKER: _____
(a) **Retainer.** BUYER shall pay BROKER a retained in the amount of \$0 (waived) upon signing the agreement as compensation for professional counseling, consultation, and research. Such retainer is non-refundable and shall () shall not () be credited against any Success Fee.

Buyer 1 _____ Date: _____

Buyer 2 _____ Date: _____

Broker _____ Date: _____

HTA, LLC, Inc.



Easy Opt Out Clause (we ask for an email w/48hrs notice, explaining why you want out) HTA _____ Client _____ (initials)

Loyalty Agreement