





## Buyer Agency Agreement for Maryland and Washington, DC

This Agreement ("Agreement") is made on ("Buyer") and	between
("Buyer") and	("Broker")
which assigns	as Agent of the Broker ("Agent"). In consideration of epresent the Buyer in the purchase, option, or exchange of real property
real property, which is available for purchase and suitable	ee to: 1) Use professional knowledge and skills to locate and present for the Buyer's needs. 2) Assist Buyer through the process of property negotiations and transactions regarding the acquisition of real property, in from other parties.
Agent first with any questions or showing requests about agrees to notify the party representing the seller of this Agagrees to make any first visit to any new home builder's n	vely with Broker during the term of this Agreement, and will contact Properties, and not the Seller or any other agent. At open houses, Buyer greement. For new home builders and new home open houses, Buyer nodel only while accompanied by Agent. Buyer will furnish Broker onably establish Buyer's ability to purchase property and authorizes the ser.
or at the Settlement of any Property, even if located entirel authorized to receive all Commission offered, and such pathe event Seller does not pay the total of the Commission Broker, up to the full amount. Buyer also agrees to pay address.	as paid an advance fee of \$ to retain the services of
	er if a Property is purchased by Buyer within days after the unless Buyer enters into a new, valid Buyer Agency Agreement during
	by the Seller is generally indicated as follows: 1) in MRIS for any or 2) in an addendum to the purchase contract for new home
is otherwise in default of the sales contract or executes a r contingencies thereunder have been removed. In such case	ement, unless Buyer, after sales contract acceptance, fails to perform or release to which the Broker is not a party of the sales contract after all e, the Commission is due no later than the previously agreed Settlement he original term of this Agreement, and Seller subsequently defaults, he number of days property was under contract.
into by Buyer before Expiration Date, which provides for automatically extended until Settlement has occurred or u  For Maryland Properties Only: Subject to the obligation Agreement as set forth in the Broker Compensation Parage either party Delivering	s when signed and expires at 11:59 p.m. on earlier terminated as herein provided. If a Contract of Sale is entered Settlement to occur after such Date, this Agreement shall be ntil the Contract of Sale is released in writing by the parties. n of the Buyer to pay a fee to Broker upon the termination of this graph, this Agreement may be terminated prior to the Expiration Date by otice to the other. In the event Buyer wishes to terminate this Buyer shall compensate Broker \$

5. <u>DISCLAIMER AND LIMITATIONS</u>: 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.

## **6. GENERAL PROVISIONS:**

- **A.** <u>Laws and Regulations</u>: Buyer acknowledges that Broker must comply with federal, state and local laws and regulations. Buyer understands that, as a REALTOR<sup>®</sup>, Broker must also adhere to the Code of Ethics promulgated by the NATIONAL ASSOCIATION OF REALTORS<sup>®</sup>.
- **B.** <u>Delivery</u>: 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.** <u>Notice</u>: 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.** <u>Paragraph Headings</u>: 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.** <u>Definitions</u>: 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".

7. 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: Washington, DC: Understanding Whom Real Estate Agents Represent Consent for Dual and Designated Representation Consent For Dual Agency Notification of Dual Agency Within a Team **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. 8. ADDITIONAL PROVISIONS: Buyer Name & Signature Date Broker Name & Signature Date Buyer Name & Signature Agent Name & Signature Date Date Broker Firm Name: Address: Broker Address:

Broker Phone: