



**Exclusive Right To Buy
BUYER REPRESENTATION AGREEMENT**
(In Compliance with South Carolina Law 40.57.139)

1. APPOINTMENT OF BROKER:

This agreement is made on _____, 2005 between _____, hereinafter referred to as Buyer, and The AgentOwned Realty Co., hereinafter referred to as Agent, for Agent to represent Buyer in the acquisition of real property as an Exclusive Buyer's Agent, subject to the terms and conditions of this agreement. Acquisition includes, but is not limited to, purchase, option, exchange or lease/purchase.

2. TERM OF AGREEMENT:

Broker's authority to act a Buyer's exclusive agent under the terms of this Contract shall begin on _____, 2005 and shall end at 11:59pm on _____, 2005.

3. CANCELLATION OF AGREEMENT:

Either party immediately upon written notice may terminate this agreement. Upon the termination of this agreement, Broker shall keep confidential all information received during the course of this agreement which was made confidential by written request or instructions from the client, except as provided for under SC law.

4. PURPOSE OF AGREEMENT:

Buyer desires to purchase or lease real property (which may include items of personal property) described as follows:

() Residential () Commercial () Industrial () Vacant land/lot () Other

Approximate Price Range \$ _____ to \$ _____.

General description: _____

General location: _____

Preferred Terms: _____

Other: _____

5. COMPENSATION OF AGENT:

In consideration of the services provided to Buyer by Agent, Agent will be compensated by Seller or Listing Broker as offered through the MLS or as otherwise agreed and will be paid at closing unless negotiated between Buyer and Agent by separate agreement.

6. AGENT'S DUTIES:

Agent will:

1. Diligently and professionally locate property, which is available and suitable to Buyer as generally described in paragraph 4.
2. Diligently and professionally represent and advise Buyer with respect to the search for property, the negotiation of any offer, and the closing of any sale.

7. BUYER'S DUTIES:

_____ Buyer represents to agent that buyer is not currently under a BUYER REPRESENTATION AGREEMENT.

Buyer will:

1. Provide Agent with information as to Buyer's needs; information (financial and otherwise) required for mortgage qualification, if applicable; and be reasonably available to view properties.
2. Conduct all negotiations and contracts with sellers and their brokers exclusively through Agent.
3. When visiting any open house (new or resale), immediately tell other agents that Buyer has entered into a Buyer Representation Agreement with Agent.

() BUYER () BUYER () BROKER HAVE READ THIS PAGE

8. AGENCY:

_____ Buyer acknowledges receiving an explanation of the types of agency relationships that are offered by brokerage and an Agency Disclosure Form at the first practical opportunity at which substantive contact occurred between the agent and buyer.

9. CONSENT TO DUAL AGENCY/DESIGNATED AGENCY: (INITIAL APPLICABLE CHOICES)

Buyer acknowledges that after entering into this written agency contract, agent might requests a modification in order to act as a **dual agent** or a **designated agent** in a specific transaction. If asked:

_____ Permission to act as a **dual agent** will not be considered.

_____ Permission to act as a **dual agent** may be considered at the time I am provided with information about the other party to a transaction. If I agree, I will execute a separate written **Dual Agency Agreement**.

_____ Permission to act as a **designated agent** will not be considered.

_____ Permission to act as a **designated agent** may be considered at the time I am provided with information about the other party to a transaction. If I agree, I will execute a separate written **Designated Agency Agreement**.

10. OTHER POTENTIAL BUYERS:

_____ Buyer understands and agrees that Agent may represent other Buyers with respect to the same properties shown to Buyer.

11. FAIR HOUSING:

Properties shall be shown and made available to Buyer without regard to race, creed, color, religion, sex, familial status, disability, national origin, marital status, age or other classes protected by law.

12. OTHER:

The AgentOwned Realty Co.

_____	_____	By _____	_____
Buyer's Signature	Date	Sales Associate's Signature	Date
_____	_____	_____	
Buyer's Signature	Date	Sales Associate's Printed Name	
_____	_____	824 Johnnie Dodds Blvd.	
Buyer's Email Address	_____	Mt. Pleasant, SC 29464	
_____	_____	(843) 884-7300	
_____	_____	_____	
Buyer's Address: Street	_____	_____	
_____	_____	_____	
City, State, Zip	_____	Buyer's Phone Number	