



EXCLUSIVE BUYER AGENCY CONTRACT

1 **1. THIS CONTRACT** is made between _____
2 ("BUYER") and _____ ("BROKER").

3 By this Contract BUYER retains and appoints BROKER as BUYER'S Exclusive Agent to assist BUYER
4 in the procurement of property ("Property") and to negotiate terms and conditions acceptable to BUYER
5 for the procurement of the Property as generally described in this Contract; however, BROKER shall not
6 be obligated to seek other properties after BUYER enters into a Contract to purchase the Property.
7

8 **2. GENERAL DESCRIPTION OF PROPERTY.** BUYER desires to purchase real property described as
9 follows:

10 Type: Residential Income Vacant Land Commercial Other _____

11 GENERAL LOCATION: _____

12 APPROXIMATE PRICE RANGE: \$ _____ TO \$ _____
13

14 **3. TERM OF AGREEMENT.** This Contract shall begin _____ and shall
15 continue through 11:59 p.m. _____ unless sooner terminated by
16 BROKER by written notice to BUYER.
17

18 **4. BUYER REPRESENTATIONS.**

- 19 (a) BUYER warrants that BUYER is not currently obligated under any other Buyer Agency Contracts.
20 (b) BUYER warrants that BUYER is not obligated to pay any brokerage fees for properties that were
21 previously shown to BUYER.
22 (c) BUYER warrants that BUYER is not aware of any facts that would prevent BUYER from closing
23 any sale entered into under this Contract.
24 (d) BUYER agrees to comply with all applicable federal, state and local laws, rules and regulations
25 and ordinances, including fair housing and civil rights statutes and rules and regulations.
26 (e) BUYER shall attempt to secure written loan pre-approval and disclose to BROKER the status of
27 BUYER'S loan approval and shall provide a copy of current loan approval documents including all
28 conditions and limitations required by lender.
29 (f) **BUYER AGREES TO INFORM ALL REAL ESTATE LICENSEES AND SELLERS WITH WHOM**
30 **BUYER COMES IN CONTACT THAT BUYER IS A PARTY TO THIS EXCLUSIVE CONTRACT.**
31

32 **5. BROKER'S OBLIGATIONS.**

- 33 (a) Perform the terms of this Contract, exercise reasonable skill and care for BUYER, and promote
34 the interests of BUYER with the utmost good faith, loyalty and fidelity **unless** acting as a Transaction
35 Broker, or as a Disclosed Dual Agent (**Missouri only**).
36 (b) Seek a price and terms acceptable to BUYER.
37 (c) Provide, at a minimum, the following services:
38 (1) Accept delivery of and present to BUYER offers and counter offers to purchase the property
39 the BUYER seeks to purchase;
40 (2) Assist BUYER in developing, communicating, negotiating, and presenting offers, counter
41 offers, and notices that relate to the offers and the counter offers until purchase agreement is
42 signed and all contingencies are satisfied or waived; and
43 (3) Answer BUYER'S questions relating to the offers, counter offers, notices, and contingencies.
44 (d) In Missouri, BROKER shall not be obligated to continue to seek other properties while the client is
45 a party to a Contract to purchase Property; however the BROKER must present all written offers to
46 and from the client regardless of whether the client is a party to a purchase or not.
47 (e) Disclose to BUYER all adverse material facts actually known (or should have known, in Missouri)
48 by BROKER and advise BUYER to obtain expert advice as to material matters known by BROKER
49 but the specifics of which are beyond the BROKER'S expertise.
50 (f) Account in a timely manner for all money and property received.

51 (g) Comply with all applicable federal, state, and local laws, rules and regulations, and ordinances,
52 including fair housing and civil rights statutes and rules and regulations.

53 (h) Not disclose any confidential information about BUYER unless: disclosure is authorized under this
54 Contract; disclosure is required by statute, rules or regulations; or failure to disclose would constitute a
55 material misrepresentation, or disclosure is necessary under Missouri law to defend the affiliated
56 licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a
57 professional committee.

58 (i) Disclose to BUYER and any Seller of Property all adverse material facts actually known (or should
59 have known, in Missouri) by BROKER including but not limited to material facts concerning BUYER'S
60 ability to perform under the terms of a sales contract and any facts actually known by BROKER that
61 were omitted from or contradict any information included in a written report regarding the physical
62 condition of the Property prepared by a qualified third party. In Missouri and in Kansas, law requires
63 persons who are convicted of certain crimes, including certain sexually violent crimes, to register with
64 the sheriff of the county in which they reside. If you, as the BUYER, desire information regarding those
65 registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at
66 <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office in Kansas. In Missouri, BUYER
67 should contact the sheriff of the county in which the Property is located.

68 (j) Assist with the closing of the sale of the Property.

69 (k) BROKER may show properties in which BUYER is interested to other prospective buyers without
70 breaching any duty or obligation to BUYER. BROKER may show other buyers the Property to which
71 BROKER shows BUYER and may assist competing buyers in attempting to purchase a particular
72 property. BROKER may search for properties in a Multiple Listing Service, and BROKER may, but is
73 not required to, conduct searches and/or inquiries from other sources.

74
75 **6. COMPENSATION TO BROKER.**

76 (a) BROKER shall be entitled to compensation for assisting and negotiating in the procurement of
77 Property acceptable to BUYER, or serving in Disclosed Dual Agency (**Missouri only**) or Transaction
78 Broker situations. BROKER'S fee shall be: **(Check if applicable)**

79 The amount shown as the "selling commission" in a Multiple Listing Service or
80 _____(____) percent of the Purchase Price of the Property, whichever is greater. In the
81 event BUYER wishes to purchase a home that is not listed in a Multiple Listing Service, BROKER
82 will seek a written fee agreement from the Seller in the amount of _____(____) percent
83 of the Purchase Price of the Property. If said fee cannot be obtained from Seller, then BROKER
84 shall notify BUYER in writing and BUYER agrees to either pay all of the balance on the agreed
85 fee at the Closing of the transaction, or forego the purchase of said home. If a selling incentive is
86 offered by Seller, BUYER agrees that BROKER may accept same.

87 Other Commission: _____ **BUYER**
88 **understands and agrees that BROKER may be compensated by more than one party in the**
89 **transaction. BUYER hereby authorizes the party handling the closing to pay Commission**
90 **to BROKER from BUYER'S funds at closing.**

91 (b) Although this Contract primarily provides for BROKER to serve exclusively as BUYER'S Agent,
92 BUYER may also authorize the BROKER to serve as a Disclosed Dual Agent (**Missouri only**) or
93 Transaction Broker with regard to homes listed for sale by BROKER. **Carefully read the Paragraph**
94 **entitled "Brokerage Relationship Disclosure" in the Contract concerning this issue.**

95 (c) The BROKER'S fees shall also be deemed earned if BUYER or any person on BUYER'S behalf
96 procures any real property of the nature described herein within _____ days after termination of this
97 Contract, which property BROKER, BROKER'S Agent or cooperating brokers presented or submitted
98 to BUYER during the term hereof and the description of which BROKER shall have submitted in
99 writing to BUYER, either in person or by mail within _____ days after termination of this Contract.

100 (d) **The BROKER'S fees shall also be deemed earned if the Property was presented to BUYER**
101 **by someone other than BROKER or was actually seen by BUYER without the services or**
102 **assistance of any broker, during the term of this Contract and BUYER shall have failed to**

103 **disclose to BROKER the description of such property or to refer the presentation or**
104 **submission to BROKER.**

105 (e) BUYER shall be released and relieved of any obligation to pay the BROKER'S fees described
106 herein, if through no fault on the part of the BUYER, the Seller fails to close the transaction. This
107 provision shall not, however, relieve the Seller of any obligation to pay such fees as may be
108 applicable. If such transaction fails to close because of any breach of the sale Contract on the part of
109 BUYER, BROKER'S fees will not be waived, but will be due and payable by BUYER immediately.
110

111 **7. BROKERAGE RELATIONSHIP DISCLOSURE. BUYER acknowledges receiving (a) the Broker**
112 **Disclosure Form (in Missouri) on or before the signing of the Exclusive Buyer's Agency Agree-**
113 **ment, or upon the licensee obtaining any personal or financial information, whichever occurs**
114 **first; OR, (b) the Real Estate Brokerage Relationships Brochure (in Kansas) at the first practical**
115 **opportunity. The Missouri "Form", or Kansas "Brochure" needs to be read by all consumers.**

116 BUYER understands and agrees that BROKER can show any property which is available for sale, includ-
117 ing properties which are listed with Sellers with whom BROKER has a brokerage relationship. BROKER
118 shall notify BUYER and Seller of BROKER'S intention to represent both of them (**Disclosed Dual Agen-**
119 **cy is available only in Missouri**), to represent neither but to assist both BUYER and Seller (Transaction
120 Broker in both Kansas and Missouri), or designate an agent for the BUYER and another to represent
121 Seller (Designated Agency in both Kansas and Missouri). BUYER understands that BROKER may show
122 alternative properties not listed by BROKER to BUYER and may show all such properties for sale to
123 other buyers without breaching any duty or obligation to BUYER.

- 124 • **Buyer Agency.** The BUYER'S agent represents BUYER only, so the Seller may be either unrepresent-
125 ed or represented by another agent. The BUYER'S agent is responsible for performing the
126 following duties: promoting the interests of BUYER with the utmost good faith, loyalty and fidelity;
127 protecting BUYER'S confidences, unless disclosure is required by law; presenting all offers in a time-
128 ly manner; advising BUYER to obtain expert advice; accounting for all money and property received;
129 disclosing to BUYER all adverse material facts that the agent knows; disclosing to the Seller all
130 adverse material facts actually known by the agent, including all material facts concerning BUYER'S
131 financial ability to perform the terms of the transaction. The BUYER'S agent has no duty to: conduct
132 an independent investigation of BUYER'S financial condition for the benefit of the Seller; independ-
133 ently verify the accuracy or completeness of statements made by BUYER or any qualified third
134 party.
- 135 • **Transaction Broker. (Kansas and Missouri).** BUYER acknowledges that BROKER may have
136 clients who have retained BROKER to represent them in the sale of property. If the property owned
137 by one of these clients is one in which BUYER becomes interested in making an offer, BROKER
138 would be in the position of representing BUYER and the Seller in the same transaction. Unless
139 designated agents have been appointed as provided below, this representation would constitute a
140 dual agency (**Missouri only**). With the informed consent of both BUYER and the Seller, BROKER
141 may act as a Transaction Broker. As a Transaction Broker, BROKER would assist the parties with
142 the real estate transaction without being an agent or advocate for the interests of either party. A
143 Transaction Broker has the duty to perform the terms of any written or oral agreement made with any
144 party to the transaction; to exercise reasonable skill, care and diligence as a Transaction Broker,
145 including but not limited to: presenting all offers and counter offers in a timely manner regardless of
146 whether the Property is subject to a Contract for sale or lease or a letter of intent; keeping the parties
147 fully informed regarding the transaction and suggesting that such parties obtain expert advice as to
148 material matters about which the Transaction Broker knows but the specifics of which are beyond the
149 expertise of such broker; accounting in a timely manner for all money and property received;
150 disclosing to each party to the transaction any adverse material facts of which the Transaction Broker
151 has actual notice or knowledge; and assisting the parties in complying with the terms and conditions
152 of any Contract. The parties to a transaction brokerage transaction shall not be liable for any acts of
153 the Transaction Broker. The following information shall not be disclosed by a Transaction Broker
154 without the informed consent of the party or parties disclosing such information to the Transaction
155 Broker: that BUYER is willing to pay more than the Purchase Price offered for the Property; that a

156 Seller is willing to accept less than the asking price for the Property; what the motivating factors are
157 for any party buying, selling or leasing the Property; that a Seller or BUYER will agree to financing
158 terms other than those offered; any confidential information about the other party, unless disclosure
159 of such information is required by law, statute, rules or regulations or failure to disclose such
160 information would constitute fraud or dishonest dealing. **A separate Transaction Broker**
161 **Addendum must be signed by all parties when this arrangement is used.**

- 162 • **Subagency-Agency.** A Subagent is the agent of an agent. A Subagent owes the same obligations
163 and responsibilities as the agent.
- 164 • **Disclosed Dual Agency. (Missouri only)** BROKER may have clients who have retained BROKER
165 to represent them in connection with the sale of property. If a Seller represented by BROKER has
166 property in which BUYER becomes interested in making an offer, BROKER is in the position of
167 representing both BUYER and Seller in that transaction. This representation, known as dual agency,
168 can create inherent conflicts of interest. A Dual Agent shall be a limited agent for both BUYER and
169 Seller and shall have the duties of BUYER'S or Seller's agent except that a Dual Agent may disclose
170 any information to one client that the licensee gains from the other client if the information: (1) is
171 material to the transaction unless it is confidential information that has not been made public or; (2)
172 becomes public by the words or conduct of the client to whom the information pertains or; (3) is
173 obtained from a source other than the licensee. A Dual Agent may not disclose, without the consent
174 of the client to whom the information pertains: that BUYER is willing to pay more than the Purchase
175 Price offered for the Property; that a Seller is willing to accept less than the asking price for the
176 Property; what the motivating factors are for any client, buying or selling the Property; that a client will
177 agree to financing terms other than those offered and/or the terms of any prior offers or counter offers
178 made by any party. A Dual Agent shall not disclose to any other client any confidential information
179 about the other client unless the disclosure is required by statute, rules or regulations or failure to
180 disclose the information would constitute a misrepresentation or unless disclosure is necessary to
181 defend the affiliate licensee against an action of wrongful conduct in any administrative or judicial
182 proceeding or before a professional committee. **A separate Disclosed Dual Agency Amendment**
183 **must be signed by BUYER and Seller when this form of agency is used.**
- 184 • **Designated Agency.** A Designated Agent is a licensee affiliated with BROKER who has been
185 designated by BROKER, or BROKER'S authorized representative, to act as the agent of a Buyer
186 represented by BROKER or a Seller represented by BROKER to the exclusion of all other affiliated
187 licensees of BROKER. The use of a Designated Agent is an alternative to a Disclosed Dual Agency
188 in Missouri or a Transaction Broker in Kansas or Missouri. A Designated Buyer's Agent will perform
189 all of the duties of a Buyer's Agent.

190 **If a Designated Agent is appointed to represent BUYER, BUYER understands and agrees**
191 **that:**

- 192 (1) The Designated Agent will perform all of the duties of the BUYER'S Agent and will be
193 BUYER'S legal agent to the exclusion of all other licensees affiliated with BROKER.
- 194 (2) Another licensee with the BROKER may act as a Designated Agent for a Seller in
195 BUYER'S purchase of the Property.
- 196 (3) The supervising broker (or branch broker, if applicable) will act as a Transaction Broker and
197 will not advocate for the interests of either party and will not, without prior consent of both
198 parties, disclose any information or personal confidences about a party which might place the
199 other party at an advantage. The supervising broker (or branch broker, if applicable) may
200 appoint an affiliated licensee to act in the transaction as a Transaction Broker.
- 201 (4) If the Designated Agent for BUYER is also the Designated Agent of a Seller, the
202 Designated Agent cannot represent both BUYER and Seller. With the informed consent of
203 both the BUYER and Seller, the Designated Agent may act as a Transaction Broker and assist
204 the parties with the real estate transaction without being an agent or advocate for the interests
205 of either party.

206

207 (5) If BUYER is represented by a Designated Agent of BROKER and wants to see property
208 which was personally listed by the supervising broker, the supervising broker, with the
209 written consent of the Seller, may specifically designate an affiliated licensee who will act as
210 the Designated Agent for Seller.
211

212 **8. BROKERAGE RELATIONSHIPS CONFIRMATION.** Unless otherwise provided herein, BUYER
213 authorizes the designated broker to cooperate with and receive compensation from other brokers.
214 BUYER consents to the following (*Check applicable boxes*):
215

- 216 Yes No BUYER consents to Buyer Agency.
- 217 Yes No BUYER consents to a Transaction Broker and agrees, if applicable, to sign a
218 Transaction Broker Addendum.
- 219 Yes No BUYER consents to Subagency.
- 220 Yes No BUYER consents to Dual Agency and agrees, if applicable, to sign a Disclosed Dual
221 Agency Amendment. **(Missouri Only)**
- 222 Yes No BUYER consents to Designated Agency. **(In Kansas, Supervising**
223 **Broker acts as a Transaction Broker)**
- 224 Yes No BUYER consents to the appointment of a Designated Agent for a Seller in BUYER'S
225 purchase of the Property. **(In Kansas, Supervising Broker acts as a Transaction**
226 **Broker)**
227

228 **9. COST OF SERVICES OBTAINED FROM OUTSIDE SOURCES.** BROKER shall not obtain or order
229 products or services from outside sources unless BUYER agrees in writing to pay for the same
230 immediately when payment is due. Examples of such outside sources would include, but are not limited to,
231 surveys, soil tests, title reports, engineering studies, or inspections.
232

233 **10. DISCLOSURE OF BROKER'S ROLE.** At the time of every initial contact, BROKER shall inform all
234 prospective Sellers and their agents with whom BROKER negotiates pursuant to this Contract that
235 BROKER acts on behalf of BUYER. BUYER authorizes BROKER to cooperate with other brokers and
236 sales agents and share in any compensation due under this Contract.
237

238 **11. BUYER'S IDENTITY.** Unless otherwise expressly requested in writing, BROKER has BUYER'S
239 permission to disclose BUYER'S identity to third parties without prior written consent of BUYER. BUYER
240 additionally agrees to provide BROKER, upon request, relevant personal and financial information to
241 assure BUYER'S ability to acquire property described above.
242

243 **12. OTHER POTENTIAL BUYERS.** BUYER understands that other potential buyers may consider,
244 make offers on, or purchase through BROKER the same or similar properties as BUYER seeks to
245 acquire. BUYER consents to BROKER'S representation of such potential buyers before, during and after
246 the expiration of this Contract. In such a situation, BROKER will not disclose to any buyer the terms of
247 another buyer's offer.
248

249 **13. NON-ASSIGNMENT OF CONTRACT.** BUYER and BROKER understand and agree that the
250 relationship created by this Contract is a personal one and that neither BUYER nor BROKER shall have
251 the right to assign this Contract to third parties.
252

253 **14. LEGAL AND PROFESSIONAL ADVICE.** BROKER suggests BUYER seek legal, tax, and other
254 professional advice relative to any real estate transaction. BROKER makes no representation or
255 warranty respecting the advisability of any transaction. BROKER is not an expert in matters relating to
256 law, tax, financing, surveying, structural or mechanical condition, hazardous material, engineering, or
257 other specialized topics. BUYER is encouraged to seek expert help in such areas. BROKER will
258 cooperate with experts engaged by BUYER, but BROKER shall have no liability to BUYER pertaining to
259 such matters.
260

261 **15. ENTIRE AGREEMENT.** This Agency Contract constitutes the entire agreement between the parties;
262 any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into
263 this Contract. There shall be no modification of any of the terms of this Contract unless such modification
264 has been agreed to in writing and signed by all parties.
265

266 **16. ADDITIONAL TERMS AND CONDITIONS:** _____
267 _____
268 _____
269 _____
270 _____

271
272 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**
273 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
274 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**
275

276 **All parties agree that this transaction can be conducted by electronic means, including email,**
277 **according to the Uniform Electronic Transaction Act as adopted in Kansas and Missouri.**
278

279
280 _____
281 **BROKERAGE** _____ **BUYER** _____ **DATE** _____
282 _____
283 **BUYER'S AGENT** _____ **DATE** _____ **BUYER** _____ **DATE** _____
284 _____
285 **BUYER ADDRESS** _____
286 _____
287 **BUYER CITY, STATE, ZIP** _____
288 _____ / _____
289 **BUYER PHONE #** _____ **FAX #** _____
290 _____
BUYER EMAIL _____

Appointment of Designated Agent(s): BROKER or BROKER'S authorized representative hereby designates:

to act as a **Designated Agent(s)** on BUYER'S behalf. BUYER consents to the above named **Designated Agent(s)** acting as BUYER'S Designated Agent (or as a Transaction Broker, or Disclosed Dual Agent in Missouri if such Designated Agent is also the Designated Agent for the Seller), subject to both BUYER and Seller signing a Transaction Broker Addendum or Disclosed Dual Agency Amendment (**Missouri only**) with BROKER, which shall be signed by BUYER prior to writing an offer to purchase the Property and by Seller prior to signing the Contract.

BROKER'S Signature (required in Missouri)

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Copyright January 2012. Last revised 10/10. All previous versions of this document may no longer be valid.