

**EXCLUSIVE BUYER/TENANT AGENCY AGREEMENT  
MARYLAND**

Date: \_\_\_\_\_  
of Agreement

\_\_\_\_\_ (Buyer) retains Coldwell Banker Residential Brokerage (Broker) exclusively, to locate properties and to assist Buyer in the purchase or lease of real property.

(As used herein, the term "Seller" shall also mean "Landlord", and the term "Buyer" shall also mean "Tenant", and the terms "Sell" or "Buy" shall also mean "Lease".)

- 1. UNDERTAKING OF BROKER.** Broker shall be the exclusive agent for and shall represent Buyer in accordance with the requirements of the Maryland Real Estate Brokers Act and this Agreement.
- 2. AUTHORIZATION TO REPRESENT OTHER BUYERS.** Broker is authorized to represent other prospective buyers and to show any properties available for purchase whether the same as or similar to those sought by Buyer, without the prior consent of Buyer and without any right of first refusal by Buyer. Broker shall not disclose to such other prospective buyers any information received from Buyer, including any offers made by Buyer, in connection with any property shown to or considered by Buyer for purchase.
- 3. UNDERTAKING OF BUYER.** Buyer shall:
  - a. Work exclusively with Broker, view properties only with Broker and conduct all negotiations through Broker.
  - b. Furnish Broker with accurate financial and personal information to reasonably establish Buyer's ability to purchase the real property desired by Buyer, which information Buyer authorizes Broker to disclose to prospective Sellers and agents of Sellers; and
  - c. Pay to Broker a fee in an amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), or \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the purchase price, or \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the annual rental, for any real property purchased or leased by Buyer during the term of this Agreement whether through the efforts of Broker, Buyer or other brokers or real estate licensees. Such fee shall also be paid to Broker by Buyer for any real property purchased by Buyer within \_\_\_\_\_ ( \_\_\_\_\_ ) months after the expiration or termination of this Agreement, if, during the term of this Agreement: (1) the availability of the property for purchase was made known to Buyer by Broker; or, (2) the property purchased by Buyer was shown to Buyer by Broker; or, (3) any negotiations for the purchase of the property were begun by Broker.
  - d. In addition to any fee which may be due under paragraph 3c above, pay to Broker an administrative fee of \$295.00, contingent upon and due at settlement.
- 4. TERM OF AGREEMENT.** This Agreement shall begin at time of signing and shall terminate at Noon \_\_\_\_\_ (date), unless extended in writing by written agreement. Broker by giving written notice to Buyer may terminate this Contract, which termination shall be effective at midnight one (1) day following Buyer's receipt of notification from Broker. Buyer by giving written notice to Broker may terminate this Contract, which termination shall be effective at midnight thirty (30) days following Broker's receipt of notification from Buyer. Buyer and Broker may terminate this Contract at any time by mutual written agreement.
- 5. AUTHORIZATION TO RECEIVE COMPENSATION.** Broker is authorized to receive compensation offered by Listing Broker or by Seller directly, including any bonus, which may be in excess of the fee specified in paragraph 3c. Compensation due to Broker from Buyer/Tenant will be offset by compensation earned and collected by Broker from Listing Broker and/or Seller/Landlord/Owner, except administrative fee due under paragraph 3d.

**6. DUAL AGENCY REPRESENTATION.** Buyer acknowledges that Broker and Sales Associates affiliated with Broker regularly list real property for sale and, in such capacity, represent the interests of the Sellers of such property. In the event that Buyer considers a property for purchase that is listed with Broker, Buyer acknowledges that Broker will represent both Buyer and the Seller of the listed property. Under no circumstances, however, shall an individual Sales Associate licensed with Broker represent both the Seller and Buyer in connection with a property, which is also listed by that same Sales Associate. In such event, Broker will be the dual agent. However, another Sales Associate licensed with Broker will be appointed by Broker as the intra-company agent on behalf of the Buyer and the Listing Agent will be the intra-company agent on behalf of the Seller. For other properties listed with Broker where the Sales Associate representing the Buyer is not the Listing Agent, the Broker will be the dual agent and the Sales Associate representing the Buyer will be an intra-company agent on behalf of the Buyer. An intra-company agent on behalf of the Buyer will provide to Buyer the same services as an exclusive agent of the Buyer, including advising the Buyer as to the price and negotiating strategy.

Should Buyer elect to consider for purchase a property that is listed with Broker, Broker shall advise Buyer of its listing of the property and, in such event, Buyer will be provided with a Consent for Dual Agency form as prepared by the Maryland Real Estate Commission in accordance with Maryland law for the review and signature of Buyer. A copy of the Consent for Dual Agency form is attached as Exhibit A.

**7. TERMINATION OF DUAL AGENCY.** In the event that Buyer or a Seller of a property listed with Broker which Buyer shall desire to consider for purchase shall withdraw Buyer's or Seller's prior authorization and consent for Broker to be a Dual Agent as herein provided, by Seller's or Buyer's unwillingness to sign the required Consent for Dual Agency form, Buyer acknowledges that Broker shall not undertake to be a Dual Agent on behalf of both the Buyer and the Seller, and Buyer expressly consents to and authorizes Broker to be the sole and exclusive agent of the Seller of said property. In such event, Broker shall not disclose to the Seller any confidential information obtained by Broker during the representation of the Buyer by Broker, except as otherwise required by law.

**8. LIMITATIONS AS TO BROKER'S UNDERTAKING.** Buyer acknowledges that Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector or other professional service provider. Buyer has been advised to seek independent, professional advice for these and other such matters.

**9. CRIMINAL ACTIVITY AND SEXUAL OFFENDERS.** Before submitting an offer to purchase or lease real property, Buyer should contact the state, county or municipal police departments in which the property is located or check the "Sex Offender Registry" at the Maryland Department of Public Safety and Correctional Services website in order to ascertain criminal activity in the vicinity of the property or the presence of registered sexual offenders who live or work within the vicinity of the property. Buyer acknowledges that Buyer is solely responsible to inquire of such matters before signing any offer to purchase or lease real property. Buyer further acknowledges that Broker has no duty nor assumes any duty or responsibility to ascertain criminal activity or the presence of registered sexual offenders in the vicinity of any real property which Buyer shall elect to purchase or lease.

**10. LEGAL OBLIGATION OF BROKER.** Buyer acknowledges that Broker must at all times be fair and honest in dealings with all Sellers and Sellers' agents, and must adhere to the Code of Ethics of the National Association of REALTORS® and all applicable federal, state and local law. Properties will be located by Broker for Buyer without regard to race, color, sex, religion, national origin, physical or mental handicap, or familial status in compliance with Title VIII of the Civil Rights Act of 1968 and the Fair Housing Amendments of 1988 as well as all applicable state and local fair housing laws and regulations.

**11. PRIOR BUYER AGENCY AGREEMENT.** Buyer represents and warrants to Broker that Buyer has not entered into a Buyer Agency Agreement, whether verbal or written, with any other real estate broker or real estate agent which remains in effect as of the date of this Agreement or which would obligate Buyer to pay compensation to any real estate broker or real estate agent other than Broker.

**12. CONFIDENTIALITY.** Seller is not obligated to treat the existence, terms, or conditions of offers as confidential unless confidentiality is required by law, regulation, or by any confidentiality agreement between the parties.

- 13. **MINISTERIAL ACTS.** Buyer authorizes and consents to Broker assisting Seller or others by performing ministerial acts as defined by the Maryland Real Estate Brokers Act in connection with the purchase of a property by the Buyer.
- 14. **COURT COSTS AND LEGAL FEES.** In case of litigation or mediation concerning this Agreement, the parties agree that costs and reasonable attorney fees shall be awarded to prevailing party.
- 15. **MEDIATION.** In the event that a dispute between Buyer and Broker arises out of this Agreement or the transaction which is the subject of this Agreement, Buyer and Broker acknowledge that such dispute may be submitted to mediation through the local board/association of Realtors® (if available), the state association of Realtors®, or through such other mediator or mediation service as mutually agreed upon by Buyer and Broker, in writing. Mediation is a process by which the parties attempt to resolve a dispute with the assistance of a neutral mediator who is trained to facilitate the resolution of disputes. The mediation process requires the voluntary participation by both Buyer and Broker. The mediator has no authority to make an award, to impose a resolution of the dispute upon the parties or to require the parties to continue mediation if either party does not desire to do so. A resolution of a dispute through mediation is not binding upon the parties unless the parties enter into a written agreement resolving the dispute.
- 16. **ELECTRONIC DELIVERY.** This Agreement shall be deemed validly executed and delivered if a party executes this Agreement and delivers a copy of the executed Agreement to the other party by telefax, telecopier or electronic mail transmittal.
- 17. **NOTICE TO BUYER:** Affordability and availability of property insurance will be an important factor in the process of obtaining financing and/or settling on a real estate purchase. Buyer should begin to make arrangements for property insurance immediately upon finalizing a contract of sale.
- 18. **RELEASE OF DEPOSIT:** In the event Buyer submits an earnest money deposit on a purchase transaction to Broker as escrow holder, and the subject purchase transaction is not consummated, the deposit funds generally will not be returned or released to any party absent written agreement of the parties to the contract of sale or a court order, in accordance with Maryland law.
- 19. **ENTIRE AGREEMENT AND MODIFICATION OF AGREEMENT.** This Agreement contains the full, final and entire agreement between Buyer and Broker, each of whom acknowledges receipt of a copy of this Agreement. This Agreement may not be amended or modified, except in writing, signed by Buyer and Broker.

\_\_\_\_\_  
Buyer/Tenant \_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer/Tenant Address

\_\_\_\_\_  
Buyer/Tenant \_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer/Tenant Address

\_\_\_\_\_  
Buyer/Tenant E-mail Address

COLDWELL BANKER RESIDENTIAL BROKERAGE

By: \_\_\_\_\_  
Signature of Broker/Duly Authorized Representative of Broker \_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Sales Associate CBRB CN530 (04/07)