

Exclusive Right to Represent

By & between: _____ **Buyer or buyers** hereafter referred to as the Buyer and PINNACLE ONE™ Carolina Real Estate LLC hereafter referred to as the Broker.

Purpose of Agency

The Buyer hereby appoints the Broker as the Buyer's agent (by way of this exclusive right to represent agreement) to locate real property suitable for purchase; exchange or lease as set forth under the terms specified in this agreement.

- A. General description and location: _____ Residential _____ Commercial _____ Vacant Land
Location and other information: _____
- B. Approximate Price Range: \$ _____ to _____

Paragraphs A and B are for informational purposes. It is acknowledged and agreed that the Buyer's purchase of property, other than as described, shall not affect the validity of this agreement

Commencement and Expiration

This agreement shall commence on _____ and expire on _____.

Broker Obligations

- A. Use professional expertise to locate real properties, which may be available for purchase, exchange or lease and to select for showing, those properties, which, in the Broker's opinion will meet the Buyer's requirements. The Broker does not guarantee that 100% of the properties considered will be shown to the Buyer.
- B. Assist the Buyer throughout the entire process in purchasing real property by giving the Buyer advice, counsel, and information on selected properties.
- C. Keep the Buyer's personal and financial information in strict confidence.
- D. Fair Housing: Broker adheres to the principles expressed in the Fair Housing Act and will not participate in any act that unlawfully discriminates on the basis of race, color, religion, sex, handicap, familial status, national origin or any other category protected under federal, state, or local law
- E. Service Providers: Broker does not warrant or guarantee products or services provided by any third party whom Broker, at Buyer's request, refers or recommends to the Buyer in connection with property acquisition.
- F. Act in the Buyer's best interest throughout the transaction
- G. Broker is not obligated to seek additional properties for the Buyer once the Buyer becomes a party to a Contract of Sale.

Buyer Obligations

- A. Buyer represents to the Broker that buyer is not currently under a Buyer Representation Agreement. (Buyer's initials) _____.
- B. Preview property exclusively with the Broker or Broker's designated representative allowing only the Broker to identify, negotiate and represent the Buyer's interest.
- C. Refer to the Broker all inquiries received in any form from any other real estate Broker, salesperson prospective seller or any other source during the time this agency agreement is in affect.
- D. Buyer(s) understand that this document is legal & binding. Buyer(s) should seek legal council for interpretation of this agreement. Real estate professionals are not qualified to offer legal advice. Our company advises the use of an attorney.
- E. Provide the following information to Broker: general nature, location, and requirements of desired property: price range, and other terms and conditions related to desired property.
- F. Hold the Broker harmless from liability resulting from incomplete or inaccurate information provided to the Broker by the Buyer or Seller and indemnify the Broker against all claims, damages, losses, expenses, or liability arising from the handling of earnest money by anyone other than the Broker.
- G. Assist the Broker in the process of identifying, negotiating, and contracting to purchase, exchange, lease, or otherwise acquire property by providing the Broker with reliable information including written authorization to obtain a credit report and certification of funds available.
- H. Buyer agrees to refrain from asking or expecting to restrict the acquisition of a property according to race, color, religion, sex, handicap, familial status, national origin or any other category protected under federal, state, or local law.
- I. The Buyer and Broker agree that Broker and all affiliated agents shall not be responsible for obtaining or disclosing any information contained in the official South Carolina Sex Offender Registry or any other registry. The Buyer understands that no course of action may be brought against Broker or his/her affiliates for failing to obtain and disclose information contained in the official South Carolina Sex Offender Registry or any other registry. The Buyer understands and agrees that the Buyer shall be responsible for obtaining any such information. The Buyer understands that Sex Offender Registry information can be obtained from the local Sheriff's Department or other appropriate law enforcement officials or government agencies.
- J. Buyer allows PINNACLE ONE™ Carolina Real Estate LLC to place a "SOLD" sign on the property of purchase for a period not to exceed thirty (30) days beginning after the closing date.

Agency Relationships in Real Estate

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

Buyer acknowledges that after entering into this written agency contract, agent might request 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 part to a transaction. If I agree, I will execute a separate written **Designated Agency Agreement**.

Other Potential Buyers

The Buyer understands that other prospective Buyers may be represented by the Broker and that such prospective Buyers may seek property, submit offers, and contract to purchase property through the Broker, including the same or similar property as the Buyer seeks to purchase. The Buyer acknowledges, understands and consents to the Broker representing other prospective Buyers.

Compensation

Compensation to the Broker is agreed to be earned when the Buyer or any person acting on the Buyers behalf, buys, exchanges, leases, or obtains a purchase option on any property generally conforming to the description contained in the proceeding Paragraph " purpose of Agency." Compensation to be paid to the Broker at closing as follows:

1. For properties, which are listed through the Multiple Listing Service (MLS) the Broker, will first seek compensation from the listing Broker of at least _____% of the sales price.
2. For properties not listed through the MLS such as For Sale by Owner, the Broker will first seek compensation from the Seller by a written agreement. Buyer agrees to pay Broker _____% of the purchase price in such situations where the Broker cannot successfully secure a compensation agreement from the Seller.
3. For properties offered for sale by the Veterans Affairs Department (V A) or Department of Housing and Urban Development (HUD) the buyer authorizes the Broker to receive from HUD or VA the maximum allowable compensation.
4. Broker may accept additional fees earned through ancillary services provided by outside vendors, when applicable.
5. Broker may accept bonuses, incentives, or overpayments that result from a real estate transaction., when applicable.

The buyer shall be responsible for compensating the Broker if the Buyer purchases, leases, exchanges or contracts to purchase property originally introduced to the Buyer by the Broker for a period of 2 years after the expiration of this agreement.

Agency

Buyer has read, understands, and has signed an Agency Disclosure, which is made a part of this agreement. This agreement is invalid without prior completion and signing of the Agency Disclosure. Buyer acknowledges that PINNACLE ONE™ Carolina Real Estate LLC may request permission to act as a Dual Agent in accordance with and regulated by SC Law 40.57.137. PINNACLE ONE™ Carolina Real Estate LLC may act as a Dual Agent / Designated Agent only with prior informed and written consent of the Buyer and Seller. Buyer understands and agrees that PINNACLE ONE™ Carolina Real Estate LLC may represent other buyers with respect to the same properties shown to the Buyer.

Assignment: Persons Bound

Broker may assign this Agreement to another Broker or party. This agreement will bind and inure to Broker’s and Buyer’s heirs, personal representatives, successors and assigns

Disclosure of Buyer’s Identity

The Broker ____ does or ____ does not have the Buyer’s permission to disclose Buyer’s identity to all property owners and other third parties.

Policy of Non-Discrimination

PINNACLE ONE™ Carolina Real Estate LLC, its associates and affiliates have a policy of non-discrimination on any basis, including, but not limited to: 1. Race, 2. Color / Creed, 3. National Origin, 4. Familial Status, 5. Religion, 6. Employment / Public Assistance, 6. Gender

Additional Terms and Acknowledgements

- A. This Exclusive Right to Represent Agreement constitutes the entire agreement between the Buyer and this Broker. Any prior agreements, written or oral have been integrated into this agreement.
- B. This agreement is a legally binding contract. The Buyer should seek further legal assistance if the contents of this agreement are not fully understood.
- C. The Broker may enforce the provisions of this contract in any court of jurisdiction and is entitled to full reimbursement of its reasonable attorneys fees, court costs, as well as, any commissions earned.
- D. Both the Buyer and the Broker acknowledge receipt of a copy of this agreement.

Special Stipulations

By their signatures below, the Buyer & the Broker agree to the terms & conditions of this agreement.

Buyer Signature

Date

Buyer Signature

Date

Licensee Signature

Date