

Exclusive Right to Represent Buyer/Tenant Authorization

Exclusive Right Appointment:

1. You (Buyer(s)/Tenant(s)) _____ appoints or assigns _____
as your exclusive broker to assist you to locate and purchase, exchange or lease real property acceptable to you.

Geographic Area:

1. This authorization is limited to _____ an area of the state of _____
2. Other _____

Term of Authorization:

1. This authorization is limited from _____ to _____ inclusive.

Broker's Duties:

1. We will negotiate on your behalf for terms and conditions agreeable to you.
2. We will assist you in the purchase, exchange or lease, of the property.
3. We will act in your interest regarding the location and purchase, exchange or lease of the property.
4. Questions or information requests concerning the legal title to property, the residence of convicted persons, tax considerations, wood destroying pests, environmental conditions, property and building inspections, engineering, or the uses or planned uses of neighboring properties should be referred to your attorney, tax advisor, building inspector or appropriate governmental agency; and
5. Broker will not perform any investigation or perform any tests or inspections on the Property, its use, or the use of neighboring properties.

Buyer (s) Duties:

1. You will tell us about past and current contracts with subject property or any other real estate agents and refer all leads or information about the "property" to us.
2. You will cooperate with us and be reasonably available to examine subject property.
3. Questions concerning the legal title to property, tax considerations, property inspection, engineering, or the uses or planned use of neighboring properties, should be referred to your attorney, tax advisor, building inspector or appropriate government agency.
4. You represent that You have not signed an Exclusive Right to Represent Buyer or Tenant Authorization or Exclusive Agency Right to Represent Buyer or Tenant Authorization with any other brokerage firm covering the same time, the same Property or the same Geographical Areas as stated above.
5. You acknowledge that you have received an executed copy of this authorization.
6. **Buyer(s) acknowledges that Buyer(s) may be recorded on audio and/or video surveillance or otherwise transmitted and/or recorded by means of electronic devices when Buyer(s) enters or visits real property in connection with this Authorization.**

Other Terms and Conditions:

1. Buyer agrees that Broker may represent other buyers and show other buyers the same property Broker shows to Buyer. Buyer needs to realize that if any of the Firm's buyer clients have an interest in a particular property, that information is considered to be confidential and will not be disclosed to any other clients.
2. Broker may share and disclose non-confidential information about Buyer with other agents who offer real property for sale.
3. Buyer understands that this Agreement is an exclusive appointment of Broker, and it will supersede all Open Right to Represent Buyer agreements signed by Buyer with any other broker. Buyer represents that Buyer is not currently bound by any exclusive agreement with another broker and understands that if this were the situation, Buyer would possibly be liable for the payment of more than one fee.
Buyer agrees not to enter into another exclusive agreement with any other broker unless this Agreement has terminated.
4. This Agreement may be terminated if (a) the agreement expires; or (b) Buyer and Broker agree to terminate this agreement, in writing, prior to expiration. Broker reserves the right to re-assign the contract to another agent in our office, and we may elect to refer this contract to another company.
5. This Agreement may be modified, waived, or discharged only by a written Agreement between the parties.

Buyer(s) Initial(s) _____

Compensation:

1. Buyer/Tenant agrees that Broker is entitled to a fee, during the original term of this Agreement or any extension, Buyer/Tenant enters contract to per-chase, purchases or acquires a property acceptable to Buyer. If Buyer/Tenant attempts to avoid the obligation under this agreement to Broker, then Buyer/Tenant shall be obligated to pay the Professional Service Fee. Broker's Professional Service Fee shall be _____% of the purchase price of the property purchased by Buyer. Rentals are at _____% of a month's rent or _____% yearly lease by the Tenant.
2. Broker will make every effort to obtain the above Professional Service Fee from the Seller, the Listing Agent, the buyer broker fee from the MLS, or structured within an offer to purchase from the proceeds of the sale or from the transaction.
3. If the Broker receives a fee from any of the above sources more than the amount stated in this Agreement, Buyer agrees that Broker may accept that amount. The Professional Service Fee is due no later than the date on which title to the real property transfers to the Buyer.
4. The obligation to pay a fee will automatically extend through the date of the actual closing and transfer of title even though this date occurs after the term of this Agreement, or any extension expires.

Statements Required by Law

1. This Authorization is subject to the Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions (C.G.S. Title 46a, Chapter 814c).
2. The real estate broker may be entitled to certain lien rights pursuant to Section 20-325a of the Connecticut General Statutes.

It is unlawful under federal and/ or State Law to discriminate based on Race, Creed, Color, National Origin, Ancestry, Sex, Sexual Orientation, Marital Status, Age, Lawful Source of Income, Learning Disability, Mental Retardation, Familial Status, and Mental or Physical Disabilities.

Use of Electronic Record:

1. Buyer(s) agree that Broker may use electronic records, including fax or e-mail, to make and keep this Authorization.
2. Buyer's agreement to use electronic records applies only to this real estate transaction and not to all real estate transactions in which Buyer's is a party.
3. Buyer(s) agrees to sign the **Addendum for Use of Electronic Signature and Record, which applies to all documents in this transaction.**

Higgins Group Private Brokerage

 AGENCY

 BUYER'S SIGNATURE DATE

 BY; (AUTHORIZED REPRESENTATIVE) DATE

 TYPE/PRINTNAME

 NO. & STREET

 BUYER'S SIGNATURE DATE

 CITY STATE ZIP

 TYPE/PRINT NAME

 TEL#

 ADDRESS STATE ZIP