

BUYER REPRESENTATION AGREEMENT

(Exclusive Right To Buy)

The undersigned _____ (CLIENT) hereby employs Century 21 Able Realty and Auction Company (BROKER) as Client's exclusive agent to locate property(ies) for Client's purchase, lease, exchange or option (collectively "purchase") during the term of this agreement, and so advocate the Client's interests in the negotiations of terms and conditions of any such purchase. This agreement begins on this date and terminates at midnight of _____, 20____, or at closing of any purchase under this agreement, if such occurs earlier.

TYPE OF PROPERTY SOUGHT BY CLIENT

GENERAL DESCRIPTION: Residential or Vacant Land

SIZE: per MLS Agreement

LOCATION: Kingsport, Johnson City, Bristol, Greenville, and Jonesborough, TN

a.k.a. Sullivan, Washington, Hawkins, and Greene counties.

PRICE RANGE & TERMS: per Client's request

BROKER AGREES:

- (1) to use all diligence in locating property(ies) which meets Client's requirements and approval,
- (2) to act on behalf of Client in any negotiations for the purchase of property(ies) acceptable to Client;
- (3) to use professional knowledge and skills in assisting the Client throughout the transaction; and
- (4) to exercise all duties to the Buyer as set forth in the initial agency disclosure, including the duties common to all consumers as well as those duties reserved for agent-client relationships.

CLIENT AGREES:

- (1) to furnish Broker on a timely basis with any necessary personal and/or financial information to assist Broker in locating the desired property(ies) and to ensure Client's ability to purchase;
- (2) to authorize Broker to negotiate for a fee paid by the Seller and/or the Seller's agent, the payment of which will be fully disclosed to the Client. If a fee is not offered or paid to Broker, as could occur, for example, in the purchase of an unlisted property or if buyer uses seller's agent or another agent, Client agrees to pay Broker commission as represented in MLS by Listing Company per date of Buyer's offer and/or contract. Broker's fee is earned at the signing by both parties of an agreement to purchase any property(ies) as described above and is due at the closing of any such transaction. NOTICE: Real estate fees are not fixed by law. They are set by each Broker individually and are negotiable between Client and Broker. The payment of any fee by Seller will not make Broker either the Agent or Subagent of the Seller.
- (3) to authorize Broker to default to Facilitator status (representing the transaction) in any property transaction in which the Broker may have a representation agreement (Listing Agent) with the Seller. Buyer acknowledges full disclosure of said Facilitator Agency. Client will be immediately notified of such a change.

PROPERTIES SPECIFICALLY EXEMPTED FROM THIS AGREEMENT: None

BUYER'S SIGNATURE _____ DATE _____

BROKER'S SIGNATURE _____ DATE _____