



NEW JERSEY REALTORS® STANDARD FORM OF EXCLUSIVE BUYER AGENCY AGREEMENT WITH REBATE PROVISION

©2010 New Jersey REALTORS®, Inc.

1. AGENCY: _____ and _____ referred to in this Agreement as "Buyer" hereby designate _____ as Buyer's exclusive agent, referred to in this Agreement as "Buyer's Agent", for the purpose of searching for, locating, and purchasing real estate by Buyer in the following, _____ (municipality(ies)), pursuant to all of the terms and conditions set forth below.

2. DOES BUYER HAVE A BUSINESS RELATIONSHIP WITH ANOTHER BROKER? [] YES [] NO Buyer represents to Buyer's Agent that no exclusive buyer's agency agreement is presently in effect. Buyer agrees not to enter into any such agreement during the term of this Agreement.

3. DECLARATION OF BUSINESS RELATIONSHIP: The real estate license law of the State of New Jersey requires every real estate licensee to declare the basis of the business relationship being established between such licensee and Buyer. Accordingly, I, _____ AS AN AUTHORIZED REPRESENTATIVE OF _____ INTEND, AS OF THIS TIME, TO WORK WITH YOU (buyer)

AS A: (choose one) [] BUYER'S AGENT ONLY [] BUYER'S AGENT AND DISCLOSED DUAL AGENT IF THE OPPORTUNITY ARISES.

4. TERM: This Agency Agreement shall commence on _____ and shall expire at midnight on the _____ day of _____ or three (3) days after receipt by Buyer's Agent of a written termination notice from Buyer, whichever shall first occur.

5. BROKERAGE FEE: In consideration of the services rendered by Buyer's Agent on behalf of Buyer, Buyer agrees to pay to Buyer's Agent a brokerage fee of _____. The brokerage fee shall be earned, due and payable by Buyer to Buyer's Agent if any property introduced by Buyer's Agent to Buyer during the term of this Agreement is purchased by Buyer prior to the expiration of this Agreement, or within _____ days after the termination of this Agreement. However, except where Buyer's Agent is a disclosed dual agent in which case the entire brokerage fee must be paid by either Buyer or Seller, if the seller of such property authorizes the listing broker to pay a portion of the listing broker's brokerage fee to Buyer's Agent, that portion of such brokerage fee shall be credited against Buyer's obligation to Buyer's Agent as set forth above. In such event, Buyer agrees to pay to Buyer's Agent, at closing, the difference between the amount so received from the listing broker and the total brokerage fee due to Buyer's Agent as referred to in this paragraph, unless, as a term or condition of the contract of sale, the seller has agreed to pay such difference to Buyer's Agent at closing.

6. BUYER'S AGENT'S DUTY: Buyer's Agent shall: (a) Use diligence in its search to locate a property which is acceptable to Buyer. (b) Use professional knowledge and skills to assist Buyer to negotiate for the purchase of such property. (c) Assist the Buyer throughout the transaction and to represent Buyer's best interests.

7. BUYER'S DUTY: Buyer shall: (a) Provide accurate and relevant personal information to Buyer's Agent regarding Buyer's financial ability to purchase real estate. (b) Advise Buyer's Agent of any home offered for sale to Buyer where Buyer may have an interest in purchasing such property. (c) Submit through Buyer's Agent, any offer to purchase or contract on a property which was shown to Buyer by Buyer's Agent.

8. OTHER BUYERS: Other potential buyers may be interested in the same properties as Buyer. It is agreed that Buyer's Agent may represent such other potential buyers whether such representation arises prior to, during, or after the termination of this Agreement. In any such situation, Buyer agrees that Buyer's Agent will not disclose to any other potential buyer the terms of the Buyer's offer or any other confidential information concerning the Buyer and also will not disclose to Buyer the terms of any other buyer's offer or any confidential information concerning the other buyer(s).



