BUYER-BROKER EXCLUSIVE EMPLOYMENT AGREEMENT

Document updated: February 2010



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1.	Buyer/Tenant: ("Buyer")
2.	. Firm: Salesperson: ("Broker")
3.	(FIRM NAME) (SALESPERSON'S NAME) Term: This Agreement shall commence on and expire at 11:59 p.m. on
5. 6. 7.	Employment: Broker agrees to: a. locate Property meeting the following general description: Residential Land Commercial Other: ("Property") b. negotiate at Buyer's direction to obtain acceptable terms and conditions for the purchase, exchange, option or lease of the Property; c. assist Buyer during the transaction within the scope of Broker's expertise and licensing.
10.	Agency Relationship: The agency relationship between Buyer and Broker shall be: as set forth in the Real Estate Agency Disclosure and Election form. Other:
13.	Retainer Fee: Buyer agrees to pay Broker a non-refundable fee in the amount of \$, which is earned when paid, for initial consultation and research. This fee □ shall; or □ shall not be credited against any other compensation owed by Buyer to Broker as pursuant to Lines 27 - 29.
16. 17.	Property Viewings: Buyer agrees to work exclusively with Broker and be accompanied by Broker on Buyer's first visit to any Property. If Broker does not accompany Buyer on the first visit to any Property, including a model home, new home/lot or "open house" held by a builder, seller or other real estate broker, Buyer acknowledges that the builder, seller or seller's broker may refuse to compensate Broker, which will eliminate any credit against the compensation owed by Buyer to Broker.
	Due Diligence: Once an acceptable Property is located, Buyer agrees to act in good faith to acquire the Property and conduct any inspections/investigations of the Property that Buyer deems material and/or important.
22. 23.	Note: Buyer acknowledges that pursuant to Arizona law, Sellers, Lessors and Brokers are not obligated to disclose that a Property is or has been: (1) the site of a natural death, suicide, homicide, or any crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender.
	Buyer agrees to consult the Arizona Department of Real Estate Buyer Advisory provided by the Arizona Association of REALTORS® at www.aaronline.com to assist in Buyer's inspections and investigations.
27.	Compensation: Buyer agrees to compensate Broker as follows:
29. 30.	The amount of compensation shall be:
33.	Buyer agrees to pay such compensation if within calendar days after the termination of this Agreement, Buyer enters into an agreement to purchase, exchange, option or lease any Property shown to Buyer or negotiated by Broker on behalf of the Buyer during the term of this Agreement, unless Buyer has entered into a subsequent buyer-broker exclusive employment agreement with another broker.
	. If completion of any transaction is prevented by Buyer's breach or with the consent of Buyer other than as provided in the purchase contract, the total compensation shall be due and payable by Buyer.
	COMMISSIONS PAYABLE ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS® OR MULTIPLE. LISTING SERVICE OR IN ANY MANNER OTHER THAN AS NEGOTIATED BETWEEN BROKER AND BUYER. >>

Buyer-Broker Exclusive Employment Agreement • Updated: February 2010 Copyright © 2010 Arizona Association of REALTORS®. All rights reserved.



55. Agreement in accordance with the mediation procedures of the applicable state or local REALT section agreed. All mediation costs shall be paid equally by the parties. In the event that mediation does the unresolved disputes or claims shall be submitted for binding arbitration. In such event, the parties and cooperate in the scheduling of an arbitration hearing. If the parties are unable to agree on submitted to the American Arbitration Association ("AAA") in accordance with the AAA Arbitration Feo. The decision of the arbitrator shall be final and nonappealable. Judgment on the award rendered be any court of competent jurisdiction. 62. Attorney Fees and Costs: In any non-REALTOR® association proceeding to enforce the compeeds. this Agreement, the prevailing party shall be awarded their reasonable attorney fees and arbitration. 64. Arizona Law: This Agreement shall be governed by Arizona law and jurisdiction is exclusively confees. Copies and Counterparts: This Agreement may be executed by facsimile or other electronic conference.	Buyer-Broker Exclusive Employment Agreement >> Additional Terms:			
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