

EXCLUSIVE BUYER BROKERAGE AGREEMENT

Florida broker-review draft - fillable working copy

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IMPORTANT: This is a custom broker draft, not a Florida Realtors standardized form. Broker and counsel should approve it before client use.

BUYER 1 FULL LEGAL NAME

BUYER 2 FULL LEGAL NAME

EMAIL

TELEPHONE

BROKERAGE FIRM

BROKER

1. TERM AND SCOPE

Buyer engages Broker on an exclusive basis for the term and geographic/property scope stated below. Any extension or amendment must be in writing and signed by Buyer and Broker.

EFFECTIVE DATE

TERMINATION DATE AND TIME

PROPERTY TYPE

GEOGRAPHIC SCOPE

2. BROKERAGE RELATIONSHIP

The parties select the authorized Florida brokerage relationship below. A transaction broker provides limited, nonfiduciary representation. A single agent owes fiduciary duties. Any transition from single agent to transaction broker requires the Buyer's prior written consent and the disclosure required by Florida law.

Transaction broker

Single agent

No brokerage relationship

3. BROKER SERVICES

Broker will use skill, care, and diligence; present properties and offers timely; account for funds; disclose known material facts not readily observable; provide limited confidentiality as applicable; assist with negotiations, inspections, financing coordination, and closing; and

~~Additional agreed services~~

4. BROKER COMPENSATION

Broker compensation is not set by law and is fully negotiable. The amount or rate must be objectively ascertainable and not open-ended. Broker may receive payment from Buyer, Seller, listing broker, or another lawful source, but Broker may not receive more than the amount or rate agreed below without a written amendment signed by Buyer.

PERCENT

Percent of gross purchase price

DOLLAR AMOUNT

Flat fee

RATE / RETAINER

Hourly / retainer

OTHER OBJECTIVELY ASCERTAINABLE METHOD

Buyer authorizes Broker to seek or accept compensation from a seller, listing broker, or other source. Any such amount will be credited against Buyer's obligation unless the parties state otherwise in writing. Buyer remains responsible for any agreed shortfall.

Authorized, subject to the limits above

5. BUYER OBLIGATIONS

Buyer will work through Broker within the agreed scope; provide accurate financial and property information; promptly inform Broker of properties of interest; act in good faith; independently verify material facts; obtain inspections and professional advice; and not enter a conflicting brokerage agreement during the term.

ADDITIONAL BUYER OBLIGATIONS

6. PROTECTION PERIOD

If Buyer acquires a property introduced or shown by Broker during the term within the protection period below, compensation remains due unless Buyer entered a good-faith exclusive agreement with another broker after this Agreement ended. List protected properties in writing when the Agreement terminates.

PROTECTION PERIOD (DAYS)

NOTICE METHOD / DEADLINE

7. GENERAL TERMS

- Fair housing: Services and property access will be provided without discrimination prohibited by federal, state, or local law.
- Professional advice: Broker does not provide legal, tax, engineering, environmental, insurance, survey, or lending advice. Buyer should consult appropriate professionals.
- Electronic records: Signatures and records may be electronic to the extent permitted by applicable law and agreed by the parties.
- Entire agreement: This writing and signed addenda contain the parties' agreement. Amendments must be in writing and signed.
- Dispute provisions: Any mediation, arbitration, venue, attorney-fee, or prevailing-party term must be expressly added and approved; none is implied by this draft.

ADDENDA / SPECIAL TERMS

ACKNOWLEDGMENT: Buyer has read this Agreement, received an opportunity to ask questions and seek legal advice, understands that broker compensation is negotiable, and authorizes the selected brokerage relationship and compensation terms. Buyer acknowledges the statement above.

BUYER 1 SIGNATURE

DATE

BUYER 2 SIGNATURE

DATE

BROKER / AUTHORIZED ASSOCIATE SIGNATURE

DATE

COPY DELIVERED BY (email / personal / other)

DELIVERY DATE