

EXCLUSIVE BUYER AGENCY CONTRACT

1 **1. THIS CONTRACT** is made between:

2 **Buyer(s):** _____ FIRST / LAST NAME _____ (Indicate Marital Status)

3 **Broker:** **kw** Kansas City Metro

4 By this Contract you retain and appoint Broker as your Exclusive Agent to assist you in the procurement
5 of property ("Property") and to negotiate terms and conditions acceptable to you for the procurement of
6 the Property as generally described in this Contract; however, Broker shall not be obligated to seek other
7 properties after you enter into a Contract to purchase the Property.

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9 **Property Type:** Buyer desires to purchase real property described as follows:

10 ☒ Residential ☐ Income ☐ Vacant Land ☐ Commercial

11 **General Location:** _____

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13 **Approximate Price Range:** \$ _____ LOW _____ to \$ _____ HIGH _____

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15 **Term:** Exclusive for a period beginning _____ TODAY _____ (or date of last signature, whichever is later) and
16 ending at 11:59 p.m. on _____ END DATE _____ inclusive unless terminated by Broker, by written notice.

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18 **2. BUYER REPRESENTATIONS:**

- 19 • You warrant that you are not currently obligated under any other Buyer Agency Contracts.
20 • You warrant that you are not obligated to pay any brokerage commissions for properties that were previously
21 shown to you.
22 • You warrant that you are not aware of any facts that would prevent you from closing any sale entered
23 under this Contract.
24 • You agree to comply with all applicable federal, state, and local laws, rules, regulations and
25 ordinances, including fair housing and civil rights statutes and rules and regulations.
26 • You will make all reasonable efforts to secure written loan pre-approval and disclose to Broker the status of
27 your loan approval and shall provide a copy of current loan approval documents including all conditions
28 and limitations required by lender. You will provide proof of funds for a cash purchase.
29 • You agree to inform all real estate licensees and sellers with whom you come into contact that you are a
30 party to this exclusive contract.

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32 **3. BROKER – kw KANSAS CITY METRO OBLIGATIONS:**

- 33 • Perform the terms of this Contract, exercise reasonable skill and care for you, and promote the interests
34 of yours with the utmost good faith, loyalty and fidelity unless acting as a Transaction Broker.
35 • Seek a price and terms acceptable to you.
36 • Provide, at a minimum, the following services:
37 o Accept delivery of and present to you offers and counter offers to purchase the property you
38 seek to purchase.
39 o Assist you in developing, communicating, negotiating, and presenting offers, counter offers, and
40 notices that relate to the offers and the counter offers until purchase agreement is signed, and all
41 contingencies are satisfied or waived; and
42 o Answer your questions relating to the offers, counter offers, notices, and contingencies.
43 • In Missouri, Broker shall not be obligated to continue to seek other properties while the client is a party
44 to a Contract to purchase Property; however, Broker must present all written offers to and from the
45 client regardless of whether the client is a party to a purchase or not.
46 • Disclose to you all adverse material facts actually known (or should have known, in Missouri) by Broker and
47 advise you to obtain expert advice as to material matters known by Broker but the specifics of which are
48 beyond our expertise.
49 • Account in a timely manner for all money and property received.
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- Comply with all applicable federal, state, and local laws, rules and regulations, and ordinances, including fair housing and civil rights statutes and rules and regulations.
- Keep all confidential information about you confidential unless the disclosure of such information is required by statute, rule or regulation, you have given permission for disclosure, or that the failure to disclose would constitute a material misrepresentation, or disclosure is necessary under Missouri law to defend licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee.
- Disclose to you and any seller of property all adverse material facts actually known (or should have known, in Missouri) by Broker including but not limited to material facts concerning your ability to perform under the terms of a sales contract and any facts actually known by Broker that were omitted from or contradict any information included in a written report regarding the physical condition of the Property prepared by a qualified third party. In Missouri and in Kansas, law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.kansas.gov/kbi> or by contacting the local sheriff's office in Kansas. In Missouri, you may find information on the homepage of the Missouri State Highway Patrol at <https://www.mshp.dps.missouri.gov/CJ38/search.jsp> or you should contact the Sheriff of the county in which the Property is located.
- Assist with the closing of the sale of the Property.
- Broker may search for properties in a Multiple Listing Service, and we may, but are not required, to conduct searches and/or inquiries from other sources.

4. COMPENSATION TO BROKER – **KW KANSAS CITY METRO:**

Buyer shall pay Broker as compensation for services rendered if during the term of this Agreement, you enter into a contract to acquire any type of real estate described above, whether through the services of Broker or otherwise. **Note: The amount or rate of broker compensation is not set by law and is fully negotiable. Broker is prohibited from accepting any amount of compensation that is greater than what Buyer has agreed to pay under this agreement.**

- a) \$ 495 **plus (select one)** ☐ \$ _____ or ☒ 3 % of the contract sales price
Other Compensation: 1,000 (zero if left blank)

You may seek an agreement from the Seller to pay Broker up to this Compensation amount. Any compensation received by the seller shall be applied to the amount you owe under this agreement. Buyer is responsible for payment of any Compensation not covered by Seller, or Buyer will forego the purchase of said property, if applicable.

- b) ☐ Retainer/Additional Compensation Addendum attached (check if applicable)

You understand and agree that Broker may be compensated by more than one party in the transaction. You hereby authorize the party handling the closing to pay Compensation to Broker from your funds at closing.

- c) Although this Contract primarily provides for Broker to serve exclusively as your agent, you may also authorize Broker to serve as a Transaction Broker regarding Properties listed for sale by Broker. Carefully read the Paragraph entitled "Brokerage Relationship Disclosure" in the Contract concerning this issue.
- d) **Protection Period:** Broker fees shall also be deemed earned if you or any person on your behalf procures any real property of the nature described herein within 90 calendar days after termination of this Contract, which property Broker Agent or cooperating brokers presented or submitted to you during the term hereof and the description of which Broker shall have submitted in writing to you, on or before termination of this Contract.
Broker fees shall also be deemed earned if the Property was presented to you by someone other than Broker or was actually seen by you without the services or assistance of any broker, during the term of this Contract and you shall have failed to disclose to Broker the description of such property or to refer the presentation or submission to Broker.

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- e) You shall be released and relieved of any obligation to pay the Broker fees described herein, if through no fault of yours, the Seller fails to close the transaction. This provision shall not, however, relieve the Seller of any obligation to pay such fees as may be applicable. If such transaction fails to close because of any breach of the sale Contract on the part of you, Broker fees will not be waived, but will be due and payable by you immediately.

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5. BROKERAGE RELATIONSHIP DISCLOSURES: You acknowledge receiving

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- For a Missouri Transaction - the Broker Disclosure
 - For a Kansas Transaction - the Real Estate Brokerage Relationships
 - These forms and brochures are required reading and you acknowledge having read the appropriate form or brochure.

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You understand and agree that Broker can show any property which is available for sale, including properties listed with sellers with whom Broker has a brokerage relationship. Broker will notify you and the seller of our intention to a) represent neither party but to assist both parties (Transaction Broker which is available in both Kansas and Missouri and more fully described below); or b) designate an agent for the seller and another to represent you (Designated Agency is available in both Kansas and Missouri and more fully described below). You understand that Broker may show alternative properties not listed by Broker to you and may show all such properties for sale to other buyers without breaching any duty or obligation to you.

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KW KANSAS CITY METRO AVAILABLE BROKERAGE RELATIONSHIP OPTIONS:

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- **Transaction Broker.** (Kansas and Missouri). You acknowledge Broker may have clients who have retained us to represent them in the sale of properties. If the property owned by one of these clients is one in which you become interested in making an offer, Broker would be in the position of representing you and the seller in the same transaction. Unless Designated Agents have been appointed as described below, and with the informed consent of you and the seller, Broker may act as a Transaction Broker.

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As a Transaction Broker, Broker would assist the parties with the real estate transaction without being an agent or advocate for the interests of either party.

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A Transaction Broker has the duty to perform the terms of any written or oral agreement made with any party to the transaction; to exercise reasonable skill, care and diligence as a Transaction Broker, including but not limited to: presenting all offers and counter offers in a timely manner regardless of whether the Property is subject to a Contract for sale or lease or a letter of intent; keeping the parties fully informed regarding the transaction and suggesting that such parties obtain expert advice as to material matters about which the Transaction Broker knows but the specifics of which are beyond the expertise of such broker; accounting in a timely manner for all money and property received; disclosing to each party to the transaction any adverse material facts of which the Transaction Broker has actual notice or knowledge; and assisting the parties in complying with the terms and conditions of any Contract.

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The parties to a transaction brokerage transaction shall not be liable for any acts of the Transaction Broker. The following information shall not be disclosed by a Transaction Broker without the informed consent of the party or parties disclosing such information to the Transaction Broker: (i) that you are willing to pay more than the Purchase Price offered for the Property;(ii) that a Seller is willing to accept less than the asking price for the Property;(iii) what the motivating factors are for any party buying, selling or leasing the Property;(iv) that a seller or buyer will agree to financing terms other than those offered;(v) any confidential information about the other party, unless disclosure of such information is required by law, statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing. A separate Transaction Broker Addendum must be signed by all parties when this arrangement is used.

- **Designated Agency:** (Kansas and Missouri) A designated agent is a licensee affiliated with Broker who has been appointed by Broker to act as the agent of a buyer or seller to the exclusion of all other affiliated licensees of Broker. If a Designated Agent is appointed to represent you, you understand and agree that:
 - The Designated Agent will perform all of the duties of the Buyer's Agent and will be your legal agent to the exclusion of all other licensees affiliated with Broker. You authorize Broker to appoint additional Designated Agents as needed.
 - Another licensee with Broker may act as a Designated Agent for a seller in your purchase of the Property.
 - The supervising broker will act as a Transaction Broker and will not advocate for the interests of either party and will not, without prior consent of both parties, disclose any information or personal confidences about a party which might place the other party at an advantage. The supervising broker may appoint an affiliated licensee to act in the transaction as a Transaction Broker.
 - If the Designated Agent for you is also the Designated Agent of a seller, the Designated Agent cannot represent both you and the seller. With the informed consent of both you and the seller, the Designated Agent may act as a Transaction Broker and assist the parties with the real estate transaction without being an agent or advocate for the interests of either party.
 - If you are represented by a Designated Agent of Broker and want to see property which was personally listed by the supervising broker, the supervising broker, with the written consent of the seller, may specifically designate an affiliated licensee who will act as the Designated Agent for Seller.

KW KANSAS CITY METRO does not offer Sub-Agency or Dual Agency

- 6. CONFIRMATION OF CONSENT TO BROKERAGE RELATIONSHIPS:** Unless otherwise provided herein, you authorize Broker to cooperate with and receive compensation from other brokers. You consent to a Designated Agency relationship, (in Kansas, Supervising Broker acts as a Transaction Broker). You consent to a Transaction Broker relationship and agree, if applicable, to sign a Transaction Broker Addendum. You consent to the appointment of a Designated Agent for a Seller in your purchase of property.
- 7. DISCLOSURE OF BROKER'S ROLE:** At the time of every initial contact, Broker shall inform all prospective Sellers and their agents with whom Broker negotiates pursuant to this Contract that we act on behalf of you. You authorize Broker to cooperate with other brokers and sales agents and share in any compensation due under this Contract.
- 8. BUYER'S IDENTITY:** Unless otherwise expressly requested in writing, Broker has your permission to disclose your identity to prospective Sellers and your contact information to third parties without your prior written consent of. You additionally agree to provide Broker, upon request, relevant personal and financial information to assure your ability to acquire property described above.
- 9. OTHER POTENTIAL BUYERS:** You understand that other potential buyers may consider, make offers on, or purchase through Broker the same or similar properties as you seek to acquire. You consent to Broker representation of such potential buyers before, during and after the expiration of this Contract. In such a situation, Broker will not disclose to any buyer the terms of another buyer's offer.
- 10. NON-ASSIGNMENT OF CONTRACT:** You understand and agree that the relationship created by this Contract is a personal one and that neither you nor Broker shall have the right to assign this Contract to third parties.
- 11. COST OF SERVICES OBTAINED FROM OUTSIDE SOURCES:** Broker will not obtain or order products or services from outside sources unless you agree in writing to pay for the same immediately when payment is due. Examples of such outside sources would include, but are not limited to, surveys, soil tests, title reports, engineering studies, or inspections.

214 **12. FRANCHISE DISCLOSURE:** Broker and Owner, Keller Williams Realty **kw** Kansas City Metro, in Kansas and
215 Missouri, is an independent franchise of the Keller Williams Realty System. Each Office is independently
216 owned and operated. The franchisor has no legal liability for the actions of BROKER, despite its use of
217 franchisor's trade or insignia.
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219 **13. LEGAL AND PROFESSIONAL ADVICE:** Broker suggests you seek legal, tax, and other professional advice
220 relative to any real estate transaction. Broker makes no representation or warranty respecting the advisability of
221 any transaction. Broker is not an expert in matters relating to law, tax, financing, surveying, structural or
222 mechanical condition, hazardous material, engineering, or other specialized topics. You are encouraged to
223 seek expert help in such areas. Broker will cooperate with experts engaged by you but shall have no liability
224 pertaining to such matters.
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226 **14. ENTIRE AGREEMENT:** This Agency Contract constitutes the entire agreement between the parties; any
227 prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract.
228 There shall be no modification of any of the terms of this Contract unless such modification has been agreed
229 to in writing and signed by all parties.
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231 **15. CYBER WARNING – WIRE FRAUD:** As a buyer involved in a real estate transaction where money is
232 changing hands, you may be a potential target for cyber-criminals. If you receive any electronic communication
233 directing you to transfer funds or provide nonpublic personal information, EVEN IF THAT ELECTRONIC
234 COMMUNICATION APPEARS TO BE FROM BROKER OR A TITLE COMPANY do not respond until you
235 verify the authenticity by direct communication with the Broker or Title Company. Such requests may be part of
236 a scheme to steal funds or use your identity. Always contact the closer directly before wiring any money.
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238 **16. EQUAL OPPORTUNITY:** Properties shall be shown and made available to Buyer without regard to race, color,
239 religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity and in accordance
240 with all local, state, and federal fair housing laws.
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242 **17. MEDIATION:** Any dispute or claim arising out of or relating to this contract, the breach of this contract, or the
243 services provided in relation to this contract, shall be submitted to mediation prior to filing a lawsuit. Disputes
244 shall include representations made by the Buyer, Seller or any listing and selling broker(s) or their agents,
245 employees, and associate broker(s) in connection with the sale, purchase financing, condition, or other aspect
246 of the property including, without limitation, allegations of concealment, misrepresentation, negligence, and/or
247 fraud. The parties shall pay an equal portion of the mediation fees and costs. Any party to this mediation will
248 pay their own cost of counsel if any. Any agreement signed by the parties pursuant to the mediation conference
249 shall be in writing. Mediation fees will be prepaid before the mediation begins and a failure to pay a pro rata
250 share shall constitute a default in the obligation to mediate. If either party retains counsel for mediation or
251 litigation if mediation is unsuccessful, then the prevailing party whether by mediation or litigation shall be
252 entitled to reimbursement of their respective attorney fees.
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254 **18. ADDITIONAL TERMS AND CONDITIONS, IF ANY:**
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Carefully read the terms hereof before signing. When signed by all parties, this document becomes part of a legally binding contract. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

All parties agree that this transaction can be conducted by electronic means, including email, according to the Uniform Electronic Transaction Act as adopted in Kansas and Missouri.

Broker hereby appoints licensee(s) below as Designated Agent(s) to the exclusion of all others.

BUYER HEREBY CERTIFIES THAT THEY HAVE
RECEIVED A COPY OF THIS CONTRACT

kw Kansas City Metro			
Brokerage		Buyer	Date
Agent	Date	Buyer	Date
4200 Somerset Dr. Ste. 101			
Prairie Village, KS 66208		Buyer Address	
		Buyer City, State, Zip	
913.735.3123			
Agent Phone Number		Buyer Phone Number	
dayna@murphyandteam;com			
Agent Email		Buyer Email	
Additional Designated Agent(s)			