



Exclusive Buyer Agency Agreement

Buyer(s): _____ (“Buyer”)

Mailing Address: _____

Agency: Firelight Realty (FL License CQ1071151) (“**Broker**”), Firelight Realty Agent: _____

Brokerage Mailing Address: **Firelight Realty LLC, 989 Burwood Ct. Longwood, FL 32750**

1. Appointment of Agency:

The Buyer(s), hereinafter referred to as "Buyer", designates **Firelight Realty** as Buyer(s) exclusive agent, hereinafter referred to as "Broker". This designation is for the specific purpose of assisting the Buyer in searching for, locating, and purchasing residential real estate. All activities will be conducted in accordance with the terms and conditions detailed herein.

2. Exclusivity Agreement:

BUYERS HEREBY CONFIRM THAT THEY DO NOT HAVE ANY BUSINESS RELATIONSHIP WITH ANOTHER REAL ESTATE AGENCY OR BROKER. The Buyer acknowledges that this agreement with Firelight Realty as their Buyer's Agent is exclusive. The Buyer agrees not to enter into any agency relationship with another brokerage firm while this Agreement is in effect. The Buyer represents to Firelight Realty that they are not currently bound by any existing agency contract with another brokerage firm. Should the Buyer have previously signed an agency contract with another brokerage firm, they affirm that all such contracts have been terminated in writing. The Buyer agrees not to entertain solicitations from other brokerage firms and will inform other agents of Firelight Realty's status as their exclusive Buyer's Agent. Additionally, the Buyer guarantees not to request Firelight Realty to show properties they have already viewed with another licensed real estate agent.

3. Period of Agreement:

This Agreement shall commence on _____ (mm/dd/yyyy) (“Effective Date”) and terminate on _____ (mm/dd/yyyy), unless extended or terminated earlier as provided herein.

4. Property:

The Buyer is interested in acquiring the following property types and locations:

Type of property: _____

Location: _____

5. Agency Disclosure:

Buyer recognizes that, under this Agreement, a relationship has been established between the Buyer and Broker. The Broker's policy regarding other agents, specifically those not represented by the Broker, includes, but is not limited to, cooperating with other agencies acting as listing agents, sharing compensation with listing agents, and paying other agencies in the same manner representing their Sellers.

6. Buyer's Obligations:

Buyer Initials _____, _____

The Buyer agrees to:

- 1.) Cooperate with Firelight Realty.
- 2.) Register Firelight Realty with any and all new construction builders upon first visit.
- 3.) Conduct all negotiations through the Agent/Broker.
- 4.) Provide accurate information.

7. Retainer Fee:

This Agreement shall have: (check one)

☐ - No retainer fee.

☐ - A retainer fee in the amount of \$ _____ that is non-refundable to obtain the Broker's services under this Agreement ("Retainer Fee"). If a Commission is paid the Retainer Fee shall be deducted from the total Commission amount. The Commission is due and payable at closing by the Buyer. The amount or rate of real estate commissions is not fixed by law. The commission is set by each Broker individually and may be negotiable between the Buyer and the Broker.

8. Compensation:

The Buyer agrees to compensate Firelight Realty as follows if a transaction is completed:

Listed Property: _____ % or \$ _____ of the purchase price.

Unlisted Property: _____ % or \$ _____.

New Construction Homes: _____ % or \$ _____ of the purchase price, or as stated by the builder, whichever is greater. Payable at closing.

Lease: \$ _____ or _____ % of _____ month's rent, or \$ _____ or _____ % plus \$ _____ of the gross lease value.

Option: \$ _____ or _____ % of the option amount, payable when entering the option agreement.

There is no set or standard commission earned by broker. Firelight Realty will actively seek to collect the commission listed above from the Seller/Builder as soon as a purchase agreement is finalized between the Buyer and the Seller/Builder.

9. Protection Period:

Buyer will compensate Firelight Realty if, within _____ (if left blank, 30) days after Termination Date, Buyer contracts to acquire any property highlighted during the Agreement term.

10. Conditional Termination:

At Buyer's request, Firelight Realty may agree to conditionally terminate this Agreement. If agreed, the Buyer must sign a termination agreement and pay a cancellation fee of \$ _____.

11. Brokerage Relationship:

Firelight Realty will act as a transaction broker, dealing honestly and using skill, care, and diligence.

12. Fair Housing:

Broker agrees and adheres to the standard of showing real properties made available to the Buyer without regard to race, color, religion, age, handicap, familial status, or national origin.

13. Other Clients:

Buyer is aware and acknowledges that the Broker may or may not have other clients with similar wants and needs. Broker shall not favor any client over the Buyer for any reason.

14. False Information:

Buyer agrees to indemnify the Agency and hold harmless from any and all claims, which may lead to a dispute, due to false information provided. Such indemnification shall include the Buyer's reimbursement to the Broker for any attorneys' fees arising from any dispute brought against the Broker.

15. Disclaimer:

Buyer Initials _____, _____

Buyer acknowledges that the Broker is not a professional or expert in the matters of law, Federal or State tax codes, financing, surveying, engineering, architectural, structural, environmental, other physical conditions or non-physical details of real property. In addition, the Broker has advised and recommended the Buyer to seek expert assistance for advice on such matters. Broker makes no warranty or guarantee concerning the service of such experts or their products, the condition of property, the absence of defects therein, or the suitability of such property for Buyer's purposes.

16. Dispute Resolution:

This Agreement will be governed by Florida law. Disputes will first be mediated and, if unresolved, settled by arbitration unless otherwise agreed by the parties.

17. Assignment:

Firelight Realty reserves the right to transfer this Agreement to another broker. This Agreement is legally binding and extends to the heirs, representatives, successors, and assigns of the Parties involved.

18. Other Terms:

By signing below, the Parties agree to the terms and conditions of this Buyer Agency Agreement.

Buyer Signature: _____ Buyer Print Name: _____ Date: _____

Buyer Signature: _____ Buyer Print Name: _____ Date: _____

Firelight Realty

Authorized Signature: _____ Print Name: _____ Date: _____

Buyer Initials _____, _____