

FLORIDA EXCLUSIVE BUYER BROKER AGREEMENT

This Buyer Broker Agreement ("Agreement") is entered into between _____ ("Buyer") and _____ ("Broker"), a licensed Florida real estate brokerage.

1. PARTIES AND PURPOSE

Buyer desires to acquire real property in the State of Florida and hereby engages Broker as Buyer's exclusive real estate representative. Broker agrees to use professional efforts to identify, locate, evaluate, negotiate, and assist Buyer in the acquisition of real property meeting Buyer's stated objectives.

2. TERM OF AGREEMENT

This Agreement shall commence on _____ and expire on _____. Any extension, modification, or renewal must be in writing and signed by both parties.

3. EXCLUSIVE REPRESENTATION

Buyer agrees to work exclusively through Broker for all properties identified, presented, shown, discussed, or negotiated during the term of this Agreement. Buyer shall not purchase, lease, exchange, or otherwise acquire property introduced by Broker through another brokerage or directly from a seller without Broker's assistance.

4. BROKER DUTIES AND SERVICES

Broker shall exercise reasonable skill, care, and diligence in providing real estate services, including:

- Identifying and presenting suitable properties
- Scheduling and conducting showings
- Providing market and pricing information
- Assisting with negotiations and contract preparation
- Coordinating transaction activities through closing
- Communicating with lenders, title companies, inspectors, sellers, and agents
- Disclosing known material facts as required by Florida law

Broker does not guarantee Buyer's ability to acquire a property or future property value.

5. BUYER DUTIES AND COOPERATION

Buyer agrees to provide accurate financial and purchasing information, obtain financing when necessary, promptly communicate regarding properties of interest, and notify Broker of any direct contact from sellers, builders, developers, or other real estate professionals. PAGE 1 OF 3

Buyer further agrees to conduct negotiations through Broker whenever practical.

6. PROPERTY SEARCH CRITERIA

Buyer authorizes Broker to locate and present properties meeting Buyer's preferred criteria, including location, property type, size, amenities, and price range. Buyer acknowledges that market conditions and inventory availability may affect the ability to locate desired properties.

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7. COMPENSATION TO BROKER

Broker's compensation shall be fully earned upon Buyer entering into an agreement to purchase, lease, exchange, option, or otherwise acquire real property during the term of this Agreement.

Compensation Agreement (Choose One):

☐ _____% of Purchase Price ☐ Flat Fee of \$ _____ ☐ Other: _____

Compensation may be paid by the seller, listing brokerage, builder, developer, Buyer, or any combination thereof as permitted by law. If compensation offered by the seller, listing broker, builder, or other source equals or exceeds the amount stated above, Buyer shall owe no additional compensation. Buyer acknowledges that all real estate compensation is fully negotiable and not set by law.

8. NEW CONSTRUCTION, FSBO (For Sale By Owner), AND UNLISTED PROPERTIES

This Agreement applies to all properties considered by Buyer during the term of this Agreement, including new construction homes, builder inventory, For Sale By Owner (FSBO) properties, off-market properties, and investment properties. Buyer agrees to identify Broker as Buyer's representative when communicating with builders, sellers, and developers.

9. CONFIDENTIALITY AND FAIR HOUSING

Broker shall maintain the confidentiality of Buyer's personal and financial information except as necessary to facilitate a transaction or as required by law. Both parties agree to comply with all applicable federal, state, and local Fair Housing laws.

10. BROKER COMPENSATION PROTECTION PERIOD

Buyer acknowledges that Broker invests substantial time, effort, expertise, and resources in identifying and presenting properties. Therefore, if within sixty (60) calendar days after expiration or termination of this Agreement, Buyer enters into a contract to purchase, lease, exchange, option, or otherwise acquire any property introduced, identified, presented, researched, recommended, or shown by Broker during the term of this Agreement, Broker shall be entitled to the compensation specified in Section 7.

Within ten (10) days after expiration, Broker may provide Buyer with a written list of properties introduced during the term of this Agreement. The sixty (60) day protection period shall apply to those properties.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written understandings. Any modification must be in writing and signed by both parties.

BUYER: _____ DATE: _____

PRINT NAME: _____

BUYER: _____ DATE: _____

PRINT NAME: _____

SALES ASSOCIATE: _____ DATE: _____

BROKERAGE: _____

AUTHORIZED BROKER SIGNATURE: _____ DATE: _____