

COMPASS

EXCLUSIVE BUYER/TENANT REPRESENTATION AGREEMENT

- 1) **PARTIES:** This "Agreement" is between _____ ("Client") and Compass RE, Texas, LLC ("Broker").
- 2) **APPOINTMENT:** Client grants Broker's affiliated real estate agent _____ the exclusive right to act as Client's real estate agent for the purpose of acquiring real estate in the state of Texas.
- 3) **TERM:** This Agreement shall begin on _____ and end at 11:59 pm on _____ or upon the conclusion of the transaction, whichever comes first.
- 4) **BROKER OBLIGATIONS:** a) Use Broker's best effort to assist Client in acquiring property in Texas; b) assist in negotiating the acquisition of property and c) comply with the provisions of this Agreement.
- 5) **CLIENT OBLIGATIONS:** a) work exclusively with Broker in acquiring property in Texas b) inform other brokers, salespersons, sellers, and landlords that Broker exclusively represents Client and refer all such persons to the Broker and c) comply with the provisions of this Agreement.
- 6) **PROFESSIONAL FEES:** for services provided, Client agrees to pay the Broker fee of \$ _____ or _____% of purchase price ("Commission"). Broker will seek to obtain payment of the Commission first from the seller, landlord, or their agents. **If such persons refuse or fail to pay Broker all or part of the Commission, Client will pay Broker the Commission amount specified less any amounts received from such persons.** The fee is earned when the Client enters into a contract for the purchase/lease of property in the state of Texas. The fee is paid after the lease is signed or upon the closing of the transaction to acquire the property.
- 7) **INTERMEDIARY:** Client does or does not wish to see Broker's listings. If Client wishes to acquire one of Broker's listings, Client authorizes Broker to act as an intermediary in accordance with the Texas Occupations Code.
- 8) **COMPETING CLIENTS:** Client acknowledges that Broker may represent other clients interested in acquiring the same properties as Client. Client agrees that Broker may negotiate for both during the same time period. Broker and Client agree it is not a conflict of interest or breach of fiduciary duty to do so.
- 9) **CONFIDENTIAL INFORMATION:** Broker agrees not to knowingly disclose any personal or confidential information about Client without express permission or unless compelled by a court of law. This agreement will survive the termination of the Agreement.
- 10) **DEFAULT:** If either party fails to comply with this Agreement or makes false representations in this Agreement, the non-complying party is in default and may exercise any remedy allowed by law.
- 11) **DISPUTE RESOLUTION:** The parties agree to negotiate to resolve any dispute in good faith. If the dispute cannot be resolved, the parties agree to mediation before arbitration or litigation.
- 12) **LIMITATION OF LIABILITY: Neither Broker nor their agents are responsible for personal injuries or property damage not caused by Broker. Client agrees to indemnify the Broker against any claims for injury or damage that Client may cause to others or their property.**
- 13) **NOTICES:**
 - a) In accordance with Fair Housing laws and the National Association of Realtors® Code of Ethics, Broker services are provided without regard to race, color, religion, national origin, sex, disability, familial status, sexual orientation, marital status, or age.
 - b) The Broker is not qualified to render inspections, surveys, or legal services. The Client should seek experts to render such services.

I have read, understand, and accept the terms of this Agreement.

Client Date

Client Date

Compass RE Texas, LLC