

WEST VIRGINIA EXCLUSIVE RIGHT TO REPRESENT BUYER AGREEMENT

This Agreement is made on _____ by and between _____ ["Buyer"] and designates Teddi A. Segal ["Broker"] as Buyer's exclusive Agent.

1. TERM AND TERMINATION. This Agreement commences when signed and, subject to the COMPENSATION paragraph, expires at 11:59 p.m. on _____ ("Expiration Date"). This Agreement will extend automatically until the final disposition of Sales Contract ratified during Agreement term.

2. BUYER'S REPRESENTATIONS. Buyer represents to Broker that Buyer is not presently entered into an Agreement with another Broker for the purpose of buyer representation, for the purpose set forth in Section 4, below. Buyer agrees not to enter into any such Agreement during the term of this Agreement.

3. BUYER'S DUTIES. The Buyer shall: (a) work exclusively with the Broker during the term of this Agreement; (b) pay the Broker, directly or indirectly, the compensation set forth below; (c) comply with the reasonable requests of the Broker to supply any pertinent financial or personal data needed to fulfill the terms of this Agreement; (d) be available during the Broker's regular working hours to view properties;

4. BROKER'S DUTIES. Broker agrees to: (a) locate available properties for purchase suitable for the Buyer's needs; (b) assist Buyer through the process of property acquisition; (c) represent the interests of the Buyer in all negotiations for the acquisition of real property; (d) disclose to the Buyer all material facts related to the property or concerning the transaction of which they have actual knowledge; (e) account in a timely manner for all money and property received which Buyer has or may have an interest; (f) **PURPOSE.** The Buyer is retaining the Broker to acquire the following type of property in West Virginia: _____

5. RETAINER FEE. Broker acknowledges receipt of a retainer fee in the amount of \$_____. The retainer fee is non-refundable and is earned when paid.

6. COMPENSATION. Broker's compensation is fully negotiable and is not fixed, controlled, recommended, or suggested by law or any MLS or association of REALTORS®. Buyer is responsible for payment of Broker's Fee at settlement. If Broker receives any compensation from Seller or Seller's representative for services covered by Agreement, that amount will be credited toward Buyer's obligation to pay Broker's Fee, any excess compensation may not be retained by Broker. Any obligation incurred under Agreement on the part of Buyer to pay Broker's Fee will survive the term of Agreement.

The buyer's agent is authorized to contact the buyer's lender and/or appropriate financial institution.

Broker's Fee. For brokerage services rendered by Broker, Buyer agrees to pay Broker a fee ("Broker's Fee") equal to 3.000 % of the gross purchase price of the property acquired by Buyer OR the sum of \$_____ dollars.

The Buyer also agrees to pay additional commission in the amount of \$495.00 at Settlement, regardless of any Seller payment of commission.

Broker's Fee will also be earned, due and payable by Buyer under either of the following circumstances:

- A. If, within 60 days after expiration or Buyer's early termination of this Agreement, Buyer enters into a contract to acquire any real property, unless Buyer has entered into a subsequent Buyer Broker Agreement with another real estate broker, OR
- B. If, having entered into an enforceable contract to acquire real property during the term of this Agreement, Buyer defaults under the terms of that contract.

Buyer: _____/_____

7. DISCLOSED DUAL REPRESENTATION. The Buyer acknowledges that in the normal course of business, the Broker may represent Sellers of properties in which the Buyer is interested. If the Buyer wishes to acquire property listed with the Broker, then the Buyer and the Seller will be represented equally in accordance with the disclosed dual agency relationship that is permitted under West Virginia law in this situation. The written consent required from the parties in each case will be accomplished via execution of the appropriate disclosure form at the time of the contract offer.

Disclosed Dual Representation occurs when the same Broker and not necessarily the same Sales Associate represents a Buyer and Seller in one transaction. When the parties agree to dual representation, the ability of the Broker and the Sales Associate to represent either party fully and exclusively may be limited. The confidentiality of all clients shall be maintained.

Disclosed Dual Representation: The Buyer does **OR** does not consent to be shown and to consider acquiring properties listed with the Broker through the Sales Associate.

8. MISCELLANEOUS: Broker may represent other Buyers and that other potential Buyers may consider, make offers on, or purchase properties through Broker. Buyer consents to Broker's representation of other Buyers before, during, and after the expiration of this Agreement. Upon receipt by Broker of a ratified contract to purchase Property pursuant to this Buyer Agency Agreement, Broker shall have no further obligation hereunder to procure any subsequent properties for Buyer. Buyer acknowledges the possibility that Seller or Seller's representatives may not treat the existence, terms, or conditions of the Buyer's offer as confidential information. Buyer acknowledges that Broker is being retained solely as a real estate agent and is not an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector or other service provider. Buyer has been advised to seek professional advice for any such matters.

9. EQUAL OPPORTUNITY: Properties shall be shown and made available to the Buyer without regard to race, color, religion, sex, handicap, familial status or national origin as well as all classes protected by the laws of the United States, the State of West Virginia and applicable local jurisdictions.

10. IF BUYER DOES NOT UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT, SEEK LEGAL ADVICE BEFORE SIGNING.

Date: _____ Buyer Signature: _____

Date: _____ Buyer Signature: _____

Buyer's address: _____ Email: _____ Phone: _____

Brokerage address: 933 Providence Church Road, Hedgesville, WV 25427 Phone: _____

Date: _____ Broker/Representative Signature: _____

Buyer Agent Name: Teddi A. Segal