



## MARYLAND EXCLUSIVE RIGHT TO REPRESENT BUYER AGREEMENT

This Agreement is made on \_\_\_\_\_ (date) between \_\_\_\_\_,  
\_\_\_\_\_ ("Buyer") and \_\_\_\_\_

("Broker"). In consideration of services and facilities, the Broker is granted the right to represent the Buyer in the acquisition of real property. (As used in this Agreement, "acquisition of real property" shall include any purchase, option, exchange or lease of property or an agreement to do so.)

1. **TERM.** This Agreement begins when signed and, subject to Paragraph 7, terminates at \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_.
2. **RETAINER FEE.** The Broker \_\_\_\_\_ (firm name) acknowledges receipt of a retainer fee in the amount of \$ \_\_\_\_\_, which shall be subtracted from any compensation due the Broker under this Agreement. The retainer is non-refundable and is earned when paid.
3. **BROKER DUTIES.** (a) The Broker shall use professional real estate knowledge and skills to represent the Buyer in a diligent and effective manner and to locate property which is available for purchase and suitable to the Buyer; (b) unless the Broker is also representing the Seller, the Broker shall represent solely the interest of the Buyer in all negotiations and transactions regarding the acquisition of real property, and repudiate any agency or subagency relationship with the Seller or the company representing the Seller and shall not claim the subagency compensation offered to the selling broker in the Multiple Listing Service; (c) if the Broker represents the Seller as well as the Buyer (i.e., disclosed dual agency), the Broker may not disclose to the Buyer information obtained within the confidentiality and trust of the client relationship with the Seller, nor disclose to the Seller information obtained within the confidentiality and trust of the client relationship with the Buyer, without the consent of the party adversely affected by the disclosure unless otherwise required by law; (d) the Broker may represent other buyers who may be interested in the same property as the Buyer.
4. **MINISTERIAL ACTS.** The Broker and sales associates of Broker may perform ministerial acts, which are acts that assist another person to complete or fulfill a sale or lease with the client of the Broker and sales associate and which do not involve discretion or exercise of Broker and sales associate's own judgment.
5. **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 Broker's regular working hours to view properties.
6. **PURPOSE.** The Buyer is retaining the Agent to acquire the following type of property

**7. COMPENSATION.** The Buyer shall pay the Broker (less the retainer fee) compensation in the amount of \_\_\_\_\_ ("Broker's Fee") and an Administrative Fee of \_\_\_\_\_ in cash, if during the term of this Agreement, the Buyer enters into a contract to acquire any property as described above, whether through the services of the Broker, or otherwise. Any compensation paid to the Broker by the Seller or a listing company shall be credited against the compensation due under this Agreement.

This Agreement shall also apply to any property presented to the Buyer by the Broker during the term of the Agreement when a contract is entered into within \_\_\_\_\_ days after the termination date of this Agreement unless the Buyer has entered into a subsequent Exclusive Right to Represent Buyer Agreement with another Broker, in which event no additional compensation shall be due under this Agreement. Any obligation to pay the Broker compensation incurred under this Agreement survives the termination of this Agreement.

**8. CANCELLATION.** Either party may cancel this Agreement with \_\_\_\_\_ days written notice to the other. However, if Buyer enters into a Contract of Sale to purchase a property which was presented to Buyer by Broker prior to cancellation, Paragraph 7 shall remain in full force and effect even if Buyer has entered into a subsequent Exclusive Right to Represent Buyer Agreement.

**9. INTRA-COMPANY AGENT REPRESENTATION.** When the Buyer and Seller are each represented by sales associates of the Broker, the Broker is a dual agent. Dual agency is permitted only when disclosed and with the knowledge and written consent of both parties. However, the sales associate assigned by the Broker as an intra-company agent may continue to provide the same services that a buyer's agent can provide on a property listed with another broker.

Check One: The Buyer consents to intra-company agent and disclosed dual agency representation,  
**OR** The Buyer does not consent to intra-company agent and disclosed dual agency representation (which means the Buyer chooses not to be shown and not to purchase any properties listed by Broker).

**10. ATTORNEY'S FEES.** In the event that any dispute or disagreement arises (a) under this Exclusive Right to Represent Buyer Agreement or (b) under any agreement made by and between Buyer and any Seller resulting in Broker being made a party to any litigation or Broker is required to bring litigation or to retain legal counsel, Buyer agrees to indemnify Broker for all costs, attorney's fees and legal expenses incurred by Broker as a result thereof, provided that the litigation does not result in a judgment against Broker for acting improperly under this Agreement or any agreement made by and between Buyer and Seller.

**11. OTHER PROVISIONS.** \_\_\_\_\_  
\_\_\_\_\_

**12. DISCLAIMER.** The Buyer acknowledges that the 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 professional service provider. The Buyer is advised to seek professional advice concerning the condition of the property or concerning legal or tax matters. Buyer acknowledges that Broker's Company Policy provides for the payment of a monetary bonus to Broker's sales associates for the sale of property listed with Broker.

**13. 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 federal, state and local laws.

**14. MISCELLANEOUS.** This Agreement, any exhibits and any addenda signed by the parties constitute the entire agreement between the parties and supersede any other written or oral agreements between the parties. This Agreement can only be modified by written agreement of the parties.

(Note: The Buyer should consult with the sales associate representing Buyer before visiting any resale or new homes or contacting any other REALTOR® representing Sellers, to avoid the possibility of confusion over the agency relationship, procuring cause and compensation.)

I/We acknowledge that I/we have read and understood Pages 1, 2 and 3 of this form.

		_____	
		Brokerage Firm	
(Seal)	Buyer's Signature	_____	Address
(Seal)	Buyer's Signature	_____	City, State, Zip Code
_____		Broker/Sale Associate Signature	
Address		_____	
City, State, Zip Code		Sales Associates Printed Name	
_____		_____	
Telephone:	_____	Telephone:	_____



## Understanding Whom Real Estate Agents Represent

Before you decide to sell or buy or rent a home you need to consider the following information:

### Agents Who Represent the Seller

**Seller's** A seller's agent works for the real estate company that lists and markets the property for the sellers, or landlords, and exclusively represents the sellers or landlords. That means that he or she may assist the buyer or tenant in purchasing or renting the property, but his or her duty of loyalty is only to the sellers or landlords, The seller pays the seller's agent's fee as specified in a written listing agreement.

**Cooperating Agent:** A cooperating agent works for a real estate company different from the company for which the seller's agent works. The cooperating agent can assist a buyer or tenant in purchasing or renting a property, but his or her duty of loyalty is only to the sellers or landlords, The cooperating agent's fee is paid by the sellers or landlords through the seller's agent's company.

### Agents Who Represent the Buyer

**Presumed Buyer's Agent (no written agreement):** When a person goes to a real estate agent for assistance in finding a home to buy or rent, the agent is presumed to be representing the buyer and can show the buyer properties that are not listed by the agent's real estate company. A presumed buyer's agent may not make or prepare an offer or negotiate a sale for the buyer. The buyer does not have an obligation to pay anything to the presumed agent.

If for any reason the buyer does not want the agent to represent him or her as a presumed agent, either initially or at any time, the buyer can decline or terminate a presumed agency relationship simply by saying so.

**Buyer's Agent (by written agreement):** A buyer or tenant may enter into a written contract with a real estate agent which provides that the agent will represent the buyer or tenant in locating a property to buy or rent. The agent is then known as the buyer's agent. That agent assists the buyer in evaluating properties and preparing offers, and negotiates in the best interests of the buyer or tenant. The agent's fee is paid according to the written agreement between the agent and the buyer or tenant. If you as a buyer or tenant wish to have an agent represent you exclusively, you must enter into a written buyer agency agreement.

### Dual Agents

The possibility of dual agency arises when the buyer's agent and the seller's agent both work for the same real estate company, and the buyer is interested in property listed by that company. The real estate company, or broker, is called the "dual agent." Dual agents do not act exclusively in the interests of either the seller or buyer, or landlord or tenant, therefore cannot give undivided loyalty to either party. There may be a conflict of interest because the interests of the seller and buyer may be different or adverse.

**If both seller and buyer, or landlord and tenant agree to dual agency** by signing a Consent For Dual Agency form, then the real estate company (the "dual agent") will assign one agent to represent the seller or landlord (the seller's "intra-company agent") and another agent to represent the buyer or tenant (the buyer's "intra-company agent"). Intra- company agents may provide the same services to their clients as exclusive seller's or buyer's agents, including advising their clients as to price and negotiation strategy, provided the clients have both consented to be represented by dual agent.







A lender is allowed to require the use of an attorney, credit reporting agency or real estate appraiser chosen to represent the lender's interest. Set forth below is the estimated charge or range of charges for the settlement services of a credit reporting agency and real estate appraiser that will be required as a condition of your loan on this property, to represent the lender's interest in the transaction. Amounts required for special credit reports such as business credit reports or for appraisals of larger properties are collected when the work is done.

Credit Report: \$60 (maximum)

Appraisal: \$375-\$1,000 (if property value is over \$1.5M, ask for a quote)

**CLOSING FEES, TITLE INSURANCE & OTHER CHARGES**

Closing fees and other charges may be collected by your settlement company. These fees are not always determined consistently-- even within the same company or office. Please consult with your settlement company for a list of charges.

Estimated owners' title insurance premiums (per \$1,000 of sales price) are provided below for "enhanced" coverage. Other options may be available, including less comprehensive "standard" coverage and a "reissue rate," which could reduce your charges.

<u>Virginia</u>		<u>West Virginia</u>		<u>Pennsylvania</u>	
First \$100,000	\$4.90	First \$100,000	\$4.76	First \$30,000	\$15.40
\$100,001-\$500,000	\$4.40	\$100,001-\$500,000	\$4.08	\$30,001-\$45,000	\$7.98
\$500,001-\$1,000,000	\$3.75	\$500,001-\$5,000,000	\$3.60	\$45,001-\$100,000	\$6.60
Over \$1,000,000	Ask for quote			\$100,001-\$500,000	\$5.50
Simultaneous issue of Lenders' Policy (VA) is \$100.00.		Simultaneous issue of Lenders' Policy (WV) is \$50.00.		\$500,001-\$1,000,000	\$4.13
Title insurance commitment fee per owner/lender policy will not exceed \$125.00.		Title insurance commitment fee per owner/lender policy will not exceed \$50.00.		Lender required endorsements (PA) approx. \$150.00.	

<u>Maryland</u>		<u>District of Columbia</u>		<u>North Carolina</u>	
First \$250,000	\$4.20	First \$250,000	\$5.70	First \$100,000	\$2.90
\$250,001-\$500,000	\$3.60	\$250,001-\$500,000	\$5.10	\$100,001-\$500,000	\$1.90
\$500,001-\$750,000	\$3.30	\$500,001-\$1,000,000	\$4.50	\$500,001-\$2,000,000	\$1.20
\$750,001-\$1,000,000	\$3.00			\$2,000,001-\$7,000,000	\$0.90
Simultaneous issue of Lenders' Policy (MD and DC) is \$35.00.				Over \$7,000,000	\$0.60
Title insurance commitment fee per owner/lender policy will not exceed \$75.00.				Closing Services Insurance premium (NC) is included in the rates above, but is optional.	

<u>Delaware</u>		<u>New Jersey</u>	
First \$100,000	\$4.20	First \$100,000	\$6.30
\$100,001-\$1,000,000	\$3.60	\$100,001-\$500,000	\$4.80
\$1,000,001-\$5,000,000	\$3.00	\$500,001-\$2,000,000	\$3.30
Simultaneous issue of Lenders' Policy (DE) is \$25.00.		Over \$2,000,000	
Title insurance commitment fee per owner/lender policy will not exceed \$75.00.		\$2.70	
		Simultaneous issue of Lender's Policy (NJ) is \$25.00.	
		Lender required endorsements are approx. \$25.00 each.	
		Miscellaneous charges are approx. \$125.00. Out of pocket costs are approx. \$170.00. Title Search / Exam Fee is \$105.00.	

**INSURANCE CHARGES**

LONG & FOSTER INSURANCE AGENCY, INC. is an insurance agency representing many different insurers. The only cost is the insurance policy coverage chosen by you.

Homeowners Insurance premium: \$300-\$1,600+ per year

Flood insurance is not included in the estimate above, but may be available for an additional fee.

**HOME WARRANTY DISCLOSURE**

No Long & Foster affiliated company has an ownership interest in any company offering home warranty insurance; however, when a Seller or Purchaser purchases a home warranty insurance policy through a Long & Foster sales associate, Long & Foster Real Estate, Inc. receives a maximum of \$90.00 of the premium paid for services performed in the placement of the warranty.

**ACKNOWLEDGMENT**

I/we have read this disclosure form, and understand that Long & Foster Real Estate, Inc. is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 Signature Date Signature Date





STATE OF MARYLAND  
REAL ESTATE COMMISSION

## Consent for Dual Agency

*(In this form, the word "seller" includes "landlord", "buyer" includes "tenant", and "purchase" or "sale" includes "lease.")*

### When Dual Agency May Occur

The possibility of dual agency arises when:

- | The buyer is interested in a property listed by a real estate company; and
- | The seller's agent and the buyer's agent work for that same real estate company.

Before the buyer and seller can proceed to be represented by a dual agent, they must both sign a Consent For Dual Agency. If they have previously signed a Consent For Dual Agency, they must affirm their consent for the sale of the particular property to a particular buyer.

### Important Considerations Before Making a Decision About Dual Agency

- | A dual agent does not exclusively represent either the seller or buyer and there may be a conflict of interest because the interests of the seller and buyer may be different or adverse.
- | As a dual agent, the real estate company does not owe undivided loyalty to either the seller or buyer.

### Your Choices Concerning Dual Agency

When a dual agency situation in fact arises, the buyer and seller have the following options:

- 1. Consent in writing to dual agency.** If all parties consent in writing, the real estate company (the "dual agent") will assign one real estate agent from the company to represent the seller or landlord (the seller's "intra-company agent") and another agent from the company to represent the buyer or tenant (the buyer's "intra-company agent"). Intra-company agents may provide the same services to their clients as exclusive seller's or buyer's agents, including advising their clients as to price and negotiation strategy.
- 2. Do not consent to dual agency.** If either the buyer or the seller, or landlord or tenant, refuses to consent in writing to the dual agency, the real estate company must terminate the agency agreement for that particular property with either the buyer or seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by an agent from another real estate company. If the buyer's agreement is terminated, the buyer or tenant may choose to enter into a written buyer agency agreement with an agent from a different company. Alternatively, the buyer or tenant may choose not to be represented by an agent from his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a cooperating agent from another company.

# Duties of a Dual Agent and Intra-Company Agent

Like other agents, dual agents and intra-company agents must keep confidential information about a client's bargaining position or motivations unless the client gives consent to disclose the information. For example, a dual agent or intra-company agent may not tell the other party or the other party's agent, without consent of the client:

- | anything the client asks to be kept confidential\*,
- | that the seller would accept a lower price or other terms,
- | that the buyer would accept a higher price or other terms,
- | the reasons why a party wants to sell or buy, or
- | that a party needs to sell or buy quickly.

\* However, like all agents, a dual agent and intra-company agent must disclose any material facts about the property to the other party.

## How Dual Agents are Paid

Only the dual agent receives compensation on the sale of a property listed by that company. If a financial bonus is offered to an agent who sells property that is listed with his company, this fact must be disclosed in writing to both the buyer and seller.

I have read the above information, and I understand the terms of the dual agency. I understand that I do not have to consent to a dual agency, and that if I do not consent, there will not be a dual agency. I hereby voluntarily consent to have \_\_\_\_\_ act as dual agent for me as the:  
(Firm Name)

seller in the sale of the property at: \_\_\_\_\_

buyer in the purchase of any property listed for sale with the above-referenced firm.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

### AFFIRMATION

The undersigned Seller(s) hereby affirms consent to Dual Agency:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

The undersigned Buyer(s) hereby affirms consent to dual agency:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Property Location

\_\_\_\_\_  
Signature Date

