Purchaser/Broker Loyalty Agreement

BROKER: Remerica Integrity II Realty 640 Griswold Ste. 200 Northville Mi 48167

AGENT NAME: _____

AGENT PHONE: _____ **AGENT EMAIL:** _____

PURCHASER: _____

PURCHASER'S ADDRESS: _____

1. TERM/CANCELLATION. This Agreement is entered into this _____ day of _____ 20___. This Agreement shall expire at 11:59p.m. on the _____ day of _____ 20___. This Agreement may be canceled only by the mutual consent of the parties, in writing.

2. PURPOSE. Broker (or an Agent on its behalf) (together the "Broker") shall assist Purchaser in procuring and purchasing real estate, as more particularly described in Section 3. Broker's services shall include, but not be limited to, consulting with Purchaser regarding available properties and the desirability of those particular properties; the availability of financing; formulating acquisition strategies; and negotiating purchase agreements. Purchaser acknowledges that Broker is not acting as attorney, tax advisor, surveyor, appraiser, environmental expert or structural or mechanical engineer, and that Purchaser should contact professionals for purposes of advice and inspections in these fields.

3. PROPERTY. Purchaser desires to purchase real property meeting the following criteria (i.e. type, price range, geographical location, etc.): _____

_____

4. EXCLUSIVE BROKER. Purchaser agrees that during the term of this Agreement, any and all inquiries and/or negotiations on behalf of Purchaser relating to the acquisition of any Desired Property shall be through the Broker.

5. COMPENSATION OF BROKER: Broker commissions are not set by law and are fully negotiable.

Purchaser understands and acknowledges that Broker's fee for services rendered is not fixed, controlled or recommended by law, the MLS or any person not a party to this Agreement. In consideration for the services to be performed under the Agreement, Purchaser agrees to pay Broker as follows (check as applicable):

☐ Retainer fee. Buyer will pay Broker a non-refundable Retainer Fee of $_____, due and payable upon execution of this agreement. The Retainer Fee shall be applied against any commission owed to Broker.

☐ Commission. In the event Purchaser contracts to purchase the Desired Property, Purchaser will pay Broker a fee of $395 and a Commission equal to ____ % of the purchase price. The Commission is due and payable upon closing: providing however, that if the transaction does not close because of any default on the part of the Purchaser, the Commission shall become immediately due and payable. The Commission obligation shall apply to any purchase agreements executed during the term of this agreement, or during any extension of this agreement. The Commission obligation will also apply to purchase agreements executed within 6 months after the expiration of this agreement, if the property acquired was presented to Purchaser during the term of this agreement.

☐ Flat Fee. In the event a Desired Property is procured and Purchaser contracts to purchase it, Purchaser will pay Broker a Flat Fee equal to $_____. The Flat Fee is due and payable upon closing of the real property purchase transaction; provided, however, that if the transaction does not close because of any default on the part of Purchaser, the Flat Fee shall become immediately due and payable to Broker. The obligation to pay the Flat Fee shall apply to any purchase agreement(s) executed during the Term or during any extension of the Term. The obligation to pay the Flat Fee will also apply to purchase agreement(s) executed within 6 months after the expiration or other termination of this Agreement, if the property acquired was presented to Purchaser during the Term or any extension of the Term.

The parties understand, acknowledge and agree that the foregoing agreement on compensation is objectively ascertainable and not open-ended. Broker shall not receive compensation for brokerage services from any source that exceeds the amount or rate agreed to herein with Purchaser (unless this Agreement is amended in writing by the parties hereto).

6. CREDIT. Purchaser will receive a credit against any amount owed pursuant to Section 5 for any commission paid to Broker by the seller or the seller's listing broker pursuant to a separately negotiated arms-length agreement. To the extent that any such agreement is entered into it shall be provided to Purchaser and: (i) the agreement must specify and conspicuously disclose the amount or rate of compensation received and how this amount is or was determined; (ii) the amount must be objectively ascertainable and not open-ended; and (iii) the amount must not exceed the amount or rate agreed upon in this Agreement.

7. DISCLOSURE OF BROKER'S ROLE. At the time of any initial contact, Broker shall inform all prospective sellers and their Brokers that Broker is acting on behalf of Purchaser. **Broker may preserve any confidential information obtained by it during another agency relationship or in a prior or pending transaction or business relationship. Purchaser acknowledges and agrees that the preservation of this confidential information shall not constitute a breach of any fiduciary duty owed to Purchaser by Broker.**

8. CONFLICT OF INTEREST (PURCHASERS). Purchaser acknowledges that Broker may represent other purchasers desirous of purchasing property similar to the Desired Property. Purchaser acknowledges and agrees that Broker may show more than one purchaser the same property and may prepare offers on the same property for more than one purchaser. Broker shall preserve any confidential information disclosed by any purchaser-client and shall not disclose the existence of, or the terms of, any offer prepared on behalf of one purchaser to another purchaser. In the event Broker represents two (2) competing purchaser-clients in connection with any specific property, Purchaser understands, acknowledges and agrees that Broker shall work equally for both purchaser-clients. In such event, Broker shall disclose such representation and shall be relieved of the full range of fiduciary duties owed by a purchaser's Broker to a purchaser. In this situation, the competing purchaser-clients forfeit their rights to undivided loyalty and will be owed only limited duties of disclosure, obedience and confidentiality.

9. CONFLICT OF INTEREST (SELLERS). In the event Purchaser becomes interested in a property listed by Broker (check as applicable):

☐ This Agreement shall automatically terminate only with regard to that seller's property (but shall continue as to all other real property) and Broker shall continue the agency relationship with the seller where the agency relationship was terminated pursuant to this paragraph. Any fees previously paid to Broker by Purchaser pursuant to this Agreement shall be returned to Purchaser at closing.

☑ Broker shall act as disclosed dual Broker of both Purchaser and the seller. In such event, Broker shall be entitled to any fees owed by Purchaser pursuant to this Agreement.

☐ Broker shall act as a transaction coordinator to facilitate the transaction, and not as an Broker for either Purchaser or the seller. In such event, Broker shall be entitled to any fees owed by Purchaser pursuant to this Agreement.

10. PURCHASER DISLOSURE: Purchaser agrees to disclose to Broker relevant personal and financial information to assure Broker that Purchaser has the ability to complete any transaction which is the subject of this agreement. Purchaser hereby grants to Broker the authority to disclose such information as Broker deems necessary or appropriate in order to influence the decision of a seller to accept an offer from Purchaser.

11. L**EASING or OPTIONING:** This agreement shall also apply to situations where Purchaser wishes to lease or option property. In those situations, the terms used in this agreement shall be automatically changed as appropriate, so that the term "purchase" shall mean "lease," "rent" or "option" and the term "Seller" shall mean "Lessor," "Landlord" or "Optionor" and the term "Buyer" shall mean "Lessee," "Tenant" or "Optionee."

12. COST OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SOURCES. Broker will not obtain or order products or services from outside sources (i.e.. surveys, soil tests, title reports, contractor inspections, mortgage servicing, etc.) without the prior consent and payment by Purchaser. Purchaser shall pay for all costs for products, or services so obtained and/or rendered.

13. **INDEMNIFICATION OF BROKER.** Purchaser agrees to indemnify Broker and to hold Broker harmless on account of any and all costs or damages arising out of this Agreement, provided Broker is not at fault, including, but not limited to, actual attorney's fees reasonably incurred by Broker.

14. **NON-DISCRIMINATION**. Broker and Purchaser understand, acknowledge, and agree that, in connection with any prospective purchase of a Desired Property as contemplated hereunder, neither party shall discriminate against a third party on the basis of that third party's religion, race, color, national origin, age, sex, disability, familial status, marital status, sexual orientation, or gender identity or expression. Broker and Purchaser further understand, acknowledge, and agree that local ordinances may prohibit discrimination against other protected classes.

15. CONDITION OF PROPERTY. Purchaser is not relying on Broker to determine the suitability of any Desired Property for the Purchaser's purposes or regarding the environmental, structural, or other condition of the Desired Property. There are many hazardous materials that could effect the properties that the Purchaser may be shown. The Realtor will generally have no knowledge of these hazardous materials and does not have the technical expertise to advise the Purchaser whether or not they are present. Hazardous materials in a home can include, but not limited to, cleaning chemicals, paint, lawn and garden chemicals, and a variety of indoor pollutants that can accumulate in improperly ventilated buildings. Hazardous substances outside the home may include, but not limited to, those found in contaminated land, water, landfills, and other disposal sites, and industrial and water emissions. Some of the more common hazardous substances are asbestos, ground water contamination, lead-based paint, urea formaldehyde foam insulation (UFFI), and radon gas. Generally additional information pertaining to these substances in available from the County Health Department. The Purchasers have the right as purchasers to employ, at the Purchaser's expense, a home inspection specialist or other expert of the Purchaser's choice to inspect the property and provide the Purchaser with an analysis of the condition of a home as of the Offer to Purchase.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties, and any prior agreements, whether oral or written, have been merged and integrated into this Agreement.

17. LIMITATION: Purchaser and Broker agree that any and all claims or lawsuits between the parties to this agreement must be filed no more than six (6) months after the date of termination of this agreement. The parties waive any statute of limitations to the contrary.

18. OTHER. _____

_____

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19. **RECEIPT.** Purchaser has read and understands this Agreement and acknowledges receipt of a completed copy of this Agreement.

BROKER:

_____

Remerica Integrity II Realty Dated

PURCHASERS:

_____

Dated

_____

Dated