



**EXCLUSIVE BUYER BROKER AGREEMENT**

(Purchase)

This agreement made by and between Bruno Realty Consultants, Inc with offices at 1215 Main Street- Oakdale, NY 11769 (hereinafter referred to as "BROKER") and the, person or persons who are named below and signed this agreement (hereinafter referred to as "BUYER").

1. Whenever the term BUYER is used in this agreement, the same shall be construed to mean the BUYER who executed the agreement as well as any other person, firm, limited liability company or corporation acting for the BUYER or on the BUYER'S behalf.

**EMPLOYMENT**

2. BUYER hereby retains BROKER for the purpose of locating real property to be purchased by BUYER in the State of New York, in the Counties of Suffolk for use as a Single / Multi family dwelling under terms and conditions acceptable to BUYER.

3. The BUYER agrees to work exclusively with the BROKER and agrees not to retain or utilize the services of any other real estate broker in connection with the purchase of real property such as the real property described in schedule A below during the entire term of this agreement.

**SCHEDULE A BELOW**

**COMMISSION**

4. If BUYER, or any other person acting for BUYER or on BUYER'S behalf, purchases real property which was first shown to BUYER during the term of this contract or for a period of one hundred twenty (120) days after the expiration of such term, BUYER agrees to pay the BROKER a commission of \_\_\_\_\_

5. If BUYER leases real property which was first shown to the BUYER during the term of this contract or for a period of ninety (90) days after the expiration of the term of this contract, BUYER agrees to pay a commission to the BROKER in the sum of \$ \_\_\_\_\_

6. If BUYER leases any such property with an option to purchase the same, then in addition to the commission set forth in paragraph 5 above, the BUYER agrees to pay an additional commission at the time that the BUYER exercises such option or any successor in interest to the BUYER or assignee of the BUYER exercises such option in the sum of \$ \_\_\_\_\_

**BROKER'S DUTIES**

7. In consideration of BUYER'S agreement set forth above, BROKER agrees to use reasonable efforts to find the required property and to procure an accepted offer to purchase or lease the required property and agrees that it will not accept a commission from the owner or the owner's agent of said property unless such commission is applied to the commission owed by the BUYER to the BROKER.

8. BUYER understands and acknowledges that BROKER may represent other purchasers including, but not limited to, purchasers desiring to purchase the same property the BUYER is attempting to purchase. In the event of a conflict created by two of the BROKER'S clients bidding on the same property, the BUYER agrees that the BROKER'S sole obligation to the BUYER is to submit any offer made by the BUYER to the seller on a timely basis and to continue to advise the BUYER with respect to the fair market value of the property. The BROKER shall not be responsible to disclose to the BUYER the other purchaser's competing bid and shall not disclose to the other purchaser the BUYER'S bid.

9. BUYER and BROKER agree that the commission set forth in paragraphs 4 and/or 6 above may be added to the purchase price and paid on behalf of the BUYER "OR" by the seller should the seller so agree. The fee will be disbursed to the buyer's agent from the sales proceeds at closing. **The Buyer agrees to make the buyer's agent a third party beneficiary to contract.**

10. BROKER will not counsel client on legal matters, home inspections, public health, surveying, tax, financial or other technical matters which are outside of the scope of the BROKER'S expertise. BROKER has recommended to client that client seek the advice and counsel of qualified experts in connection with the physical condition of the property, its state of repair, water, termite, radon, lead and similar tests and as to legal matters with respect to the property. Client hereby acknowledges that it is client's sole responsibility for obtaining such services and for retaining any experts which client chooses to obtain.



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(Purchase)  
**RETAINER**

shall be subtracted from the commission due to **BROKER** should **BROKER** be successful in obtaining a satisfactory property. Otherwise, said fee shall be retained by **BROKER** for services rendered. The commission set forth in paragraphs 4, 5 and 6 hereof is earned by the success of the **BROKER'S** effort without regard to the time devoted by the **BROKER**.

11. In consideration of **BROKER'S** agreement as set forth above, **BUYER** agrees to pay **BROKER** a non-refundable retainer fee of \$ \_\_\_\_\_ which \_\_\_\_\_

**ARBITRATION**

12. The merits of any dispute arising under, out of, in connection with, or in relation to this agreement, or the making or validity thereof, or its interpretation, or any breach thereof, shall be determined and settled by Arbitration before an Arbitrator in the County of \_\_\_\_\_, State of New York, pursuant to the Commercial Arbitration Rules then obtaining of the American Arbitration Association. Any award rendered shall be final and conclusive upon the parties hereto and a judgment thereon may be entered in the highest court of the State of New York having jurisdiction.

**ENTIRE AGREEMENT**

13. This agency contract constitutes the entire agreement between the parties relating to the subject thereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this agency contract. This agreement may only be amended, modified or canceled by a writing executed by the

**TERM**

14. This contract shall commence on \_\_\_\_\_ day of \_\_\_\_\_, 2002 and shall expire at midnight \_\_\_\_\_ parties. \_\_\_\_\_ months thereafter.

**15. Property Listed with a Broker**

If a client becomes interested in a property for which the Bruno Realty Consultants has a listing contract, **CLIENT** may:

- (1) Elect customer status as to the property for which there is a conflict: or
- (2) Terminate this contract as to the property for which there is a conflict: or
- (3) With knowledge and informed consent in writing of both Client and Seller, Client may agree to dual agency. Client understands in a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the Client or the seller and by consenting to the dual agency relationship, Client and seller are giving up their right to undivided loyalty

**Buyer Signature (S)** \_\_\_\_\_

**Print Name (s)** \_\_\_\_\_

**Bruno Realty Consultants Inc**  
1215 Main St Oakdale, NY 11769

**Licensed Agent / Broker / Associate Broker**

**Instructions for Broker/Agent :**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BUYER BROKERAGE COMMISSION AGREEMENT

DATE \_\_\_\_\_

PREMISES ADDRESS: \_\_\_\_\_

SELLER: \_\_\_\_\_

PURCHASER: \_\_\_\_\_

The undersigned Seller(s) and Realtor agree as follows:

1. That Bruno Realty Consultants Inc., brought about the above captioned sale.

2. That the buyer brokerage commission to be paid is in the amount of 2 1/2% percent of sales price: \$ \_\_\_\_\_ (Dollars)

3. To: Listing Agent and Seller

**Solely on behalf of the buyer and as a convenience to the transaction, the seller understands and agrees that the buyers' agent will be paid a fee of \_\_\_\_\_ through this offer to purchase This fee is included in the offered price, and will be disbursed to the buyer's agent from the sales proceeds at closing. The buyer has made the buyer's agent an intentional third party beneficiary to this contract**

4. The Seller(s) or Attorney agree to notify the Buyer Agent(s) of the time and place of closing forty-eight(48) hours prior to said closing

5. The Commission due and payable to **Bruno Realty Consultants, Inc** and shall be paid by cash, certified check, bank teller's check, money order or attorney's check.

\_\_\_\_\_  
Purchaser/Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Purchaser/Buyer

\_\_\_\_\_  
Seller

BRUNO REALTY CONSULTANTS, Inc By: \_\_\_\_\_

**Stephen A & Rose Mary Bruno, CRS**  
Bruno Realty Consultants, Inc  
631-567-5900 or 631-567-5941