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## **BUYER AGENCY AGREEMENT**

This Agreement is entered into effect on the \_\_\_\_\_ day of \_\_\_\_\_, between, \_\_\_\_\_, on behalf of REALTY EXECUTIVES \_\_\_\_\_, as Brokers/sales agents, and Address to be added, his associates, any and all entities under his control or interest, as Buyer.

### **The Parties agree, as follows:**

**1.** The Brokers agree to show the Buyer a series of properties, which Buyer is contemplating purchasing. The properties are being shown by Brokers to Buyer for purposes of viewing, consulting, and providing advice regarding potential purchase and sale of such properties (\*Broker - Found Properties\*) by Buyer.

**2.** In consideration for the Brokers identifying the Broker-Found Properties to Buyer, Buyer covenants and agrees to keep all information, whether oral or written, which Brokers provide to Buyer regarding these Broker-Found Properties, including the identity, location, potential purchase price, and potential purchase terms of each of these Properties, absolutely and unconditionally confidential, and will not disclose any of the above information to anyone without Brokers prior written consent, unless required to do so by law or court order, or unless said information was demonstrably previously known to Buyer prior to the Brokers & identification of a particular Property hereunder. Further, Buyer wishes to keep his consideration of said Properties and discussions about said Properties with Brokers confidential.

**3.** Without limiting the generality of the foregoing, \_\_\_\_\_ and any other representative, agent, associate or acquaintance of Buyer specifically agree that they will not reveal to anyone the existence, location, identity, potential purchase price, potential purchase terms, or any other information with regard to these Properties, unless written permission is granted by Brokers to do so.

**4.** Buyer covenants and agrees not to circumvent or attempt to circumvent this agreement in an effort to deprive Broker of any remuneration or other rights hereunder.

**5.** Buyer covenants and agrees that it will not undertake to independently deal with or engage in any transaction with any entity, person, firm or corporation introduced by Brokers to Buyer (\*Introduced Party\*) without the express prior written consent of Brokers.

**6.** This agreement shall be effective from the date this agreement has been signed by both parties and shall encompass and present and future negotiations and transaction mutually undertaken by the parties and shall continue for as long as any Introduced Party has any direct or indirect relationship with Buyers.

**7.** For any breach of any of the provisions of this Agreement, Brokers shall be entitled to and have injunctive relief, which shall be in addition to any and all other rights and remedies available in law or equity.

8. In consideration for the services rendered hereunder, Brokers shall receive the compensation set forth on the Fee Schedule attached hereto as Schedule A.

9. This Agreement represents the entire and final agreement with respect to the matters contemplated herein and supersedes any prior oral or written representations, warranties, covenants, agreements or undertakings by any party of any nature whatsoever with respect to the subject matter hereof. This Agreement shall not be amended to any extent except by a writing executed by the parties.

10. The laws of the State of New York shall govern this Agreement, and Buyer hereby consents to the exclusive jurisdiction of the New York State Court, New York County.

11. This Agreement shall bind the personal representatives, successors, and assigns of each of the parties herein.

**AGREED TO; SIGNED BY: BUYERS,**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
Date

REALTY EXECUTIVES \_\_\_\_\_ ( Franchisee Office)  
Broker/Sales Associate

\_\_\_\_\_  
Signature

\_\_\_\_\_  
*Signature*

**REX NY AGENT NAME**  
**DATE:** \_\_\_\_\_