

## ADDENDUM TO CONVERT NON-EXCLUSIVE BUYER REPRESENTATION AGREEMENT TO EXCLUSIVE BUYER REPRESENTATION AGREEMENT

This is an Addendum (the "Addendum") to the Non-Exclusive Buyer Representation Agreement entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ as Buyer ("Buyer") and \_\_\_\_\_ as Broker ("Broker").

The purpose of this addendum is to convert the parties' contractual relationship from non-exclusive to exclusive.

To the extent any term(s) of the Addendum conflict with or modify any term(s) of the Non-Exclusive Buyer Representation Agreement, the terms of this Addendum shall control.

Buyer and Broker agree as follows:

1. Buyer agrees to engage the Broker on an **exclusive** basis to represent Buyer concerning Buyer's purchase of the real property type(s) identified in paragraph 4 of the Non-Exclusive Buyer Representation Agreement.

2. Sections 2 (Broker Fee), 3 (Length of Agreement), 6 (For Best Experience), 14 (Cancellation) and 15 (Potential Disputes) of the Non-Exclusive Buyer Representation Agreement are hereby deleted in their entirety and are replaced with the following language:

**2. BROKER FEE. The amount or rate of broker compensation is not fixed by law. Broker compensation is set by each Broker individually and is fully negotiable between the Buyer and the Broker. Broker shall not receive compensation from any source that exceeds the amount in this Agreement.**

a) **Broker Fee.** The Broker Fee for Broker's services to Buyer shall be exactly \$ \_\_\_\_\_ or \_\_\_\_\_% of the purchase price of the Property or \_\_\_\_\_% of the aggregate rental of the lease, including all lease options as exercised, or \$ \_\_\_\_\_. Buyer agrees to pay Broker Fee if Buyer or any other person acting on Buyer's behalf buys, exchanges for, obtains an option on, or leases Properties through the Term of Agreement. Payment shall be made to the Broker and not the Broker's individual agent under any circumstances

The Broker Fee is due and payable when title passes to the Buyer or the buyer enters into a written or oral lease agreement for any rental of any Property during the term of this Agreement, unless Buyer violates the terms of this Agreement, in which case the Broker Fee is due within 7 days of the Buyer violation.

b) **Seller Payment Through Offer.** Upon Buyer's request, Broker can attempt to

collect some or all of the Broker Fee from the Seller to be included in the Purchase Offer submitted by Broker on behalf of the Buyer. If Seller refuses or fails to pay Broker the Broker Fee, Buyer will pay Broker the Broker Fee less any amounts Broker receives from the Seller for services Broker provided to Buyer. Any agreement between Seller and Buyer for the payment of some or all of the Broker Fee will be memorialized in a Confirmation of Seller's Agreement to Pay Buyer's Broker signed by the parties and/or the binding contract of sale.

- c) Should Buyer who leases a Property found by Broker later purchase that Property, Buyer agrees to pay an additional Broker Fee to Broker of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price at the time of closing.
- d) If the Buyer purchases the Property that the Broker showed them within \_\_\_\_\_ days after this Agreement ends, the Buyer still has to pay the Broker Fee, whether or not they use a different broker. However, if the Buyer signs an exclusive agreement with another broker during this time and makes payments under that new agreement, those payments can be used to offset the fee owed to the original Broker.

**3. LENGTH OF AGREEMENT.** This Agreement shall begin on \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") and automatically end on \_\_\_\_\_, 20\_\_\_\_ at 12:00 midnight, or upon the closing or termination of any then-pending transaction, whichever is later (the "Term of Agreement"), unless the expiration date is extended in writing.

**6. BUYER'S RESPONSIBILITIES.**

Buyer a) should accompany Broker on Buyer's visits to the Property; b) shall conduct all inquiries, showings and negotiations for the Property in good faith, and exclusively through Broker; c) provide Broker, upon request, relevant financial information to assure Buyer's ability to obtain financing, and notify Broker promptly of any changes to such information; d) agrees to work exclusively with Broker and not with other real estate professionals or owners with respect to viewing properties and to refer to Broker all inquiries from any other real estate professional, owner or any other source; and e) represents Buyer is not a party to any active, exclusive or non-exclusive buyer representation agreements.

Buyer shall not enter into any other buyer representation agreement for the Property during the Term of Agreement.

**14. POTENTIAL DISPUTES.** The Parties acknowledge that any dispute concerning the terms and conditions of this Agreement that cannot be reasonably resolved between them can be voluntarily submitted to mediation proceedings conducted in accordance with the rules of the local REALTOR® Association. Mediation fees and costs, if any, shall be divided equally among the Parties involved.

In any action, proceeding or arbitration to enforce any provision of this Agreement, or for damages caused by default, the prevailing party shall be entitled to reasonable

attorneys' fees, costs and related expenses.

BY SIGNING BELOW, Buyer and Broker agree to the terms set forth in this Addendum.

**Buyer 1:** \_\_\_\_\_  
(Signature) (Typed/Print Name). (Date)

\_\_\_\_\_  
(Telephone) (E-mail)

**Buyer 2:** \_\_\_\_\_  
(Signature) (Typed/Print Name). (Date)

\_\_\_\_\_  
(Telephone) (E-mail)

**Broker:**

\_\_\_\_\_  
(Firm Name) (Broker/Agent's Signature) (Broker/Agent's Typed/Printed Name)

\_\_\_\_\_  
(Broker/Agent Telephone) (Broker/Agent E-mail) (Broker License No.) (Agent License No.)

\_\_\_\_\_  
(Date)

