BUYER REPRESENTATION AGREEMENT

1. **PARTIES:** The parties to this Buyer Representation Agreement (the "***Agreement***") are:
Client(s):____
Email(s): ____

Broker & License #: ___Bramlett Partners / 9010421___________________________________
Broker's Associate & License #: ____

2. **APPOINTMENT:** Client Grants to Broker the exclusive right to act as Client's real estate agent for the purpose of acquiring property in the Market Area as defined below.

3. **DEFINITIONS:** "***Acquire***" means to purchase or lease any interest in real property. "***Closing***" means the date legal title to property is conveyed to Client or an entity owned or controlled by Client or the date Client or an entity owned or controlled by Client enters into a lease for real property. "***Market Area***" means ____.

4. **TERM:** This Agreement commences on the date of execution and terminates on the date that is [ ] six (6) months thereafter [ ] twelve (12) months thereafter OR [ ] until terminated by either party via written (email or text message) communication. The term may be extended by a mutually executed instrument in writing.

5. **BROKER'S OBLIGATIONS:** Broker will: (a) use Broker's best efforts to assist Client in acquiring property in the Market Area; and assist Client in negotiating the acquisition of property in the Market Area.

6. **CLIENT'S OBLIGATIONS:** Client will: (a) work exclusively through Broker in acquiring property in the Market Area and negotiate the acquisition of property in the Market Area only through Broker; (b) inform other brokers, salesperson, sellers, and landlords whom Client may have contact that Broker exclusively represents client for the purpose of acquiring property in the Market Area and refer all such persons to Broker; and (c) comply with all other provisions of this Agreement, including terms and conditions incorporated by reference.

7. **REPRESENTATIONS:** Client represents that Client is not now a party to another buyer or tenant representation agreement with another broker for acquisition of property in the Market Area. Client represents that all information relating to Client's ability to acquire property in the Market Area Client provides to Broker is, and will be, true and correct.

8. **INTERMEDIARY STATUS:** Client desires to see Broker's listings. If Client wishes to acquire one of Broker's listings, Client authorizes Broker to act as an intermediary and Broker will notify Client that Broker will service the parties in accordance with one of the following alternatives:

(A) If the owner of the property is serviced by an associate other than the associate servicing Client under this Agreement, Broker may notify Client that Broker will: (1) appoint the associate then servicing the owner to communicate with, carry out instructions of, and provide opinions and advice during negotiations with the owner; and (2) appoint the associate then servicing Client to Client for the same purpose.

(B) If the owner of the property is serviced by the same associate who is servicing Client, Broker may notify Client that Broker will: (1) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations with Client; and (2) appoint the associate servicing the owner under the listing to the owner for the same purpose.

(C) Broker may notify Client that Broker will make no appointments as described under this Paragraph and, in such event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations with either party.

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9. **BROKER'S FEES:**
= = BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE = =

COMMISSION – The parties agree that Broker shall receive a commission calculated as follows:

(A) Broker and Client shall seek the Compensation from the seller, landlord, or their broker, and Client shall pay only the balance. The Compensation is earned and payable at Closing. Broker may not receive compensation from any source that exceeds the amount or rate agreed to with Client.

(B) ________% of the gross sales price -or- $_________________if: (1) Client agrees to purchase property in the Market Area; or (2) if Client uses Broker's services to procure or negotiate an agreement for the construction of improvements to property that Client owns or may acquire; and

(C) If Client agrees to lease property in the Market Area a fee equal to _____% of one month's rent -or $_________________.

Broker will seek to obtain payment of the commission specified above first from the seller, landlord, contractor, or their agents. If such persons refuse or fail to pay Broker the amount specified, Client shall pay Broker the amount specified less any amounts Broker actually received from such parties.

10. **DEFAULT:** If either party fails to comply with this Agreement or makes a false representation of a material nature in, or during the performance of, this Agreement, the non-complying party is in default. If Client is in default, Broker may terminate this Agreement and Client shall be liable for the amount of compensation that Broker would have received under this Agreement if client were not in default; Broker may also terminate this Agreement and exercise any other remedy at law or in equity. If Broker is in default, Client may exercise any remedy at law.

11. **ATTORNEY'S FEES:** If a dispute arises under this Agreement, the prevailing party shall recover all of its costs associated with any legal action or proceeding and all of its reasonable and necessary attorney fees associated therewith.

12. **ADDENDA:** Addenda and other related documents which are a part of this Agreement are:

[X] **Information About Brokerage Services**
[X] **Wire Fraud Notice**
[ ] **Protect Your Family from Lead in Your Home (TAR 2511)**
[ ] **Protecting You Home from Mold (TAR 2507)**
[ ] **Information about Special Flood Hazard Areas (TAR 1414)**
[ ] **Information About Property Insurance (TAR 2508)**
[ ] **For Your Protection: Get a Home Inspection (TAR 1928)**
[ ] **General Information and Notice to a Buyer (TAR 1506)**

13. **CONFIDENTIAL INFORMATION:** During the term of this Agreement or after its termination, Broker may not knowingly disclose information obtained in confidence from Client except as authorized by Client or required by law. Broker may not disclose to Client any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.

14. **SPECIAL PROVISIONS:**
- **This Agreement may be terminated with 48 hours written (email or text message) notice.**

_______________________________________   _______________________________________
Broker's Printed Name   License No.   Client   Date

By: _______________________________   _______________________________________
Broker's Associate's Signature   Date   Client   Date