



COLDWELL BANKER REALTY BUYER REPRESENTATION AGREEMENT

In consideration of Coldwell Banker Residential Real Estate LLC d/b/a Coldwell Banker Realty ("Broker") agreement to designate a sales associate affiliated with Broker to act as the legal agent of the Buyer for the purpose of identifying and negotiating to acquire real estate for _____ or their nominee ("Buyer" or "You"), the Buyer hereby grants to Broker the exclusive right to represent Buyer in such acquisition under the terms and provisions of this Coldwell Banker Realty Buyer Representation Agreement ("Agreement"). The terms "acquisition" and "acquire" shall include the purchase, exchange or option of real estate by Buyer, Buyer's nominee, any entity or trust in which Buyer has any ownership or interest, or anyone acting on Buyer's behalf.

Section 1 – Representation: Broker designates and Buyer accepts Tom Deutsch, Jr. ("Designated Agent") as the only legal agent(s) of Buyer for the purpose of representing Buyer in the acquisition of real estate by Buyer.

Section 2 – Term: This Agreement shall be effective when signed by the Buyer and continue until 11:59 p.m. on _____, when it shall then terminate.

Section 3 – Commission: If Buyer agrees to purchase or acquire any property during the term of this Agreement, Buyer shall pay Broker a total Commission of \$425.00 and 3 % of the property's selling price. *You acknowledge and understand that brokerage commissions are not set by law, are fully negotiable, and may be paid by the seller, the buyer, the landlord, the tenant, or a third party, or by sharing or splitting the fees and commissions between brokers.*

If, during the Protection Period (180 days after the termination of this Agreement), Buyer acquires any property Buyer was introduced to (or otherwise became aware of) during the term of this Agreement, then Buyer agrees to pay Broker the compensation provided for in this Section.

Section 4 – Property Search Criteria: At Your request, Broker will conduct a property search for You based on the criteria You provide including price range, property type, features, location, and any additional criteria You specify. Some properties that are available for sale may include an offer of compensation ("Compensation Offer") to a buyer's broker (including Broker) from the seller ("Seller") or listing broker ("Listing Broker"). A Compensation Offer may be lower, higher, or the same as the amount of the Commission that You agree to pay Broker in Section 3. Other properties may not include any Compensation Offer. **Broker will inform you of all properties that meet Your search criteria regardless of any Compensation Offer, which will provide You with the greatest exposure to available properties, but which may also obligate You to pay all or part of the Commission at closing.** If You purchase a Property, the amount that You owe Broker under Section 3 will be reduced by the amount of the Compensation Offer received by Broker on Your side of the transaction.

You acknowledge and understand that (a) You may include a provision in Your purchase offer to the Seller that reflects Your expectations, if any, regarding the amount of the Commission, if any, that You want the Seller to pay to Broker to reduce or eliminate Your obligation under Section 3, (b) if accepted by the Seller, You should ensure that the Seller's agreement to pay any part of the Commission is included in Your final sales contract, (c) any seller concessions that are offered and agreed to will first be applied to payment of any unpaid portion of the Commission at closing, and (d) if Broker is also the Listing Broker, the list side commission paid to Broker by the Seller is not included in calculating the amount paid to Broker at closing for purposes of reducing any portion of the Commission You may owe to Broker. Broker will not accept compensation on your side of the transaction from any source that exceeds the amount agreed to herein.

Section 5 – Failure to Close: If a transaction fails to close because of fault on the part of Buyer, the Commission provided for in Section 3 will not be waived, and will be due and payable immediately. Fault on the part of Buyer will not include Buyer's cancellation of a purchase agreement per the purchase agreement's terms.

Section 6 – Indemnification: Buyer agrees to defend, indemnify and hold Broker and Designated Agent harmless from all claims, disputes or litigation and all judgments, loss, damage, cost or expense, including attorneys' fees, incurred by Broker or Designated Agent, arising out of Buyer's breach of this Agreement, or the collection of fees or Commissions due Broker pursuant to the terms and conditions of this Agreement or arising out of Buyer's misstatements or misinformation provided by Buyer to Broker and/or Designated Agent. Damages for any fault or breach of contract on the part of the Broker and/or Designated Agent shall be limited to the amount of the commission that the Broker received. In no event shall Buyer receive any exemplary damages from Broker. If Buyer fails to pay any Commission earned as described in Section 3, Buyer is responsible for all costs and expenses, including reasonable attorney's fees incurred by Broker to collect the Commission.

Section 7 – Entire Agreement: This Agreement constitutes the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining hereto, whether oral or written, have been merged and integrated into this Agreement. Any modification of the terms of this Agreement must be in writing and signed or initialed by the parties. No assignment of Buyer's interest under this Agreement and no assignment of any rights in real property obtained for Buyer pursuant to this Agreement shall operate to defeat any of Broker's rights under this Agreement. This Agreement may be executed in multiple copies and Buyer's signature hereon acknowledges that Buyer has received a signed copy. You received the Other Important Information for Buyers set forth on page 2 of this Agreement, which is incorporated into and part of this Agreement.

Additional Terms: Buyer's agent commission will always be written in the purchase agreement with seller paying in full.

DESIGNATED AGENT SIGNATURE / DATE

BUYER/BENEFICIARY/DATE & TIME

CITY/STATE/ZIP

3012 Glenmore Ave, Ste #307

ADDRESS

BUYER/BENEFICIARY/DATE & TIME

BUYER/BENEFICIARY/DATE & TIME

MOBILE PHONE

Cincinnati, OH 45238

CITY/STATE/ZIP

ADDRESS

EMAIL ADDRESS

Other Important Information for Buyers

This information is included in and made a part of the Coldwell Banker Realty Buyer Representation Agreement.

Representation: Broker reserves the right to appoint additional designated agents for Buyer when, in Broker's discretion, it is necessary. Buyer shall be informed in writing within a reasonable time of any such appointment. Buyer represents that Buyer has not entered into any other exclusive buyer representation agreement that is currently in effect. Buyer understands that this Agreement contemplates that if Buyer acquires any property, whether through the efforts of the Buyer, another real estate firm besides Broker's, or anyone else, Buyer will be obligated to compensate Broker pursuant to Section 3 of the Agreement.

Other Buyers & Sellers: Buyer understands that the Designated Agent may represent other buyers and sellers, and that the Designated Agent may represent other prospective buyers who may be interested in acquiring the same property that Buyer is interested in acquiring.

Previous Representation: Buyer understands that Broker and/or Designated Agent may have previously represented the seller from whom Buyer wishes to purchase property. During that representation, Broker and/or Designated Agent may have learned material information about the seller that is considered confidential. Under the law, neither Broker nor Designated Agent may disclose any such confidential information to Buyer even though the Broker and Designated Agent now represent the Buyer.

Agency Relationships: Buyer has read Broker's Consumer Guide to Agency Relationships, agrees that the provisions of that policy are a part of this Agreement, and consents to Broker and its real estate salespersons and agents acting in accordance with that policy.

Fair Housing and Blockbusting Statement: It is illegal, pursuant to the Ohio fair housing law, division (H) of section 4112.02 of the Revised Code, and the federal fair housing law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

Property Condition & Service Providers: Buyer acknowledges that Broker and Designated Agent are being retained solely as real estate professionals, and not as attorneys, tax advisors, surveyors, structural engineers, home inspectors, environmental consultants, architects, contractors, or other professional service providers. Buyer understands that such other professional service providers are available to render advice or services to the Buyer, if desired, at Buyer's expense and the choice of any service provider rests solely with Buyer. It is the responsibility of Buyer to (a) obtain a property survey, (b) personally verify any zoning, square footage, building materials, and permitted uses, (c) obtain any inspections, including inspections of the condition, type, quality, and remaining useful life of the roof, structural, appliances, pool, plumbing, electrical, HVAC systems, termite, open permits, unpermitted improvements or repairs, and septic/water/sewage (hookups, source of service, and condition); (d) have an inspector verify prior to closing that any agreed repairs were properly made by an appropriately licensed person; and (e) personally perform a walkthrough inspection before closing. It is the responsibility of Buyer to personally review any public information regarding any property Buyer is interested in purchasing as it may indicate a discrepancy with other information provided to Buyer. If there are any discrepancies, Buyer agrees (i) to investigate the reason for any such discrepancy and/or consult with a lawyer, general contractor, or other professional, and (ii) not to rely on Broker or Designated Agent for any of the matters described above.

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