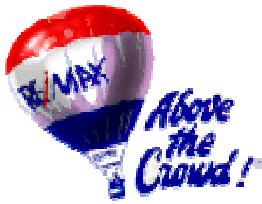


**RE/MAX OF GULF SHORES  
SINGLE AGENCY BUYER EXCLUSIVE REPRESENTATION AGREEMENT**

1. BUYER \_\_\_\_\_ appoints RE/MAX OF GULF SHORES (“Broker”) \_\_\_\_\_ (Sales Associate) as exclusive Buyer’s agent for the purpose of assisting Buyer in locating for purchase acceptable real property. The Broker’s status as the Buyer’s agent shall commence on \_\_\_\_\_ shall continue until \_\_\_\_\_. This Agreement may be terminated on 24 hours notice, but the provisions of paragraph 7 remain in effect.
  
2. **BROKER’S OBLIGATION:** Broker will use his/her professional knowledge to make a good faith effort to locate property described by Buyer. Broker will act at all times in the Buyer’s interest and agrees to:
  - A. Consult with Buyer to determine property requirements, possession timetable and other purchasing objectives;
  - B. Assist Buyer in having their financial loan qualifications processed and suggest alternatives when necessary;
  - C. Assist Buyer in the house hunting process and arrange showing of properties suitable for purchase (such properties may be listed in any multiple listing services as well as properties for sale by individuals).
  - D. Assist Buyer in obtaining available material information relative to properties on which Buyer requests information;
  - E. Assist Buyer in negotiating the best price and terms while contracting, or otherwise acquiring property and in monitoring financing, time deadlines and closing details.
  
3. **BUYER OBLIGATION:** Buyer agrees to work exclusively with Broker’s Sales Associate during the term of this agreement by:
  - A. Viewing any property only with Broker’s Sales Associate and not with any other real estate broker, sales person or individual owner.
  - B. Exclusively allowing Sales Associate to negotiate for and to represent Buyer.
  - C. Consult with Sales Associate before visiting open houses or contacting any other real estate agencies. The agency relationship and owner’s compensation is to be disclosed by the Buyer to all parties contracted.
  - D. Making himself/herself available to see properties and to apply for mortgage loan approval if financing is going to be necessary to purchase property within one week from the date of this contract.
  - E. Referring to Sales Associate any inquiries received from any other real estate broker, salesperson, prospective individuals, seller, builder, or any other source during the time this agreement is in effect.
  
4. **DISCLOSED LIMITED CONSENSUAL DUAL AGENCY: (limited fiduciary):** Buyer acknowledges that from time to time RE/MAX OF GULF SHORES Sales Associates may elect to represent Sellers and may represent the interests of both the Buyer and Seller in the same transaction, but only with the knowledge and written consent of both Buyer and Seller. When RE/MAX OF GULF SHORES represents both Buyer and Seller, there is a limitation on RE/MAX OF GULF SHORES ability to fully represent both parties. For example, information obtained within confidentiality and trust of the fiduciary relationship with one party must not be disclosed to the other party without prior written consent of the party adversely affected by the disclosures.

**By initialing, the Buyer accepts and acknowledges his/her understanding and agreement with the Limited Consensual Dual Agency provisions.**

\_\_\_\_\_  
Buyer’s Initials



**RE/MAX OF GULF SHORES  
SINGLE AGENCY BUYER EXCLUSIVE REPRESENTATION AGREEMENT - CONTINUED**

- 5. **DISCLAIMER:** Buyer acknowledges that RE/MAX OF GULF SHORES is being retained solely as a real estate agent and not as an attorney, accountant, lender, appraiser, surveyor, structural engineer, home inspector or other professional service provider. The Buyer is advised by RE/MAX OF GULF SHORES to seek professional advice from any service provider to answer any questions the Buyer has related to a proposed transaction.
- 6. **DESCRIPTION OF PROPERTY SOUGHT:** Buyer wishes to purchase real property which may include a lot and residence to be constructed, as follows:  
  
\_\_\_\_\_  
  
\_\_\_\_\_, or any other type of real property.
- 7. **COMPENSATION TO BROKER:** Compensation to RE/MAX OF GULF SHORES shall be in the form of commissions paid by the sellers of properties represented to the Buyer by RE/MAX OF GULF SHORES in the event a property represented to the Buyer is listed by any other agency, compensation to RE/MAX OF GULF SHORES shall be in the form of cooperating fees paid to RE/MAX OF GULF SHORES by the listing agency.
- 8. **COSTS OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SERVICES:** The Buyer shall be responsible to pay immediately for all products or services the Buyer requests from outside sources. (Example: home, roof or mechanical inspections, pest inspections, surveys, title reports, etc.)
- 9. **OTHER BUYERS:** Potential buyers may be interested in the same properties as Buyer. It is agreed that RE/MAX OF GULF SHORES may represent those buyers, whether such representation arises prior to, during, or after the end of this contract. In such a situation, RE/MAX OF GULF SHORES will not disclose to either Buyer the terms of the other's offer.
- 10. **INDEMNIFICATION:** Provided RE/MAX OF GULF SHORES is not at fault the Buyer agrees to indemnify and hold RE/MAX OF GULF SHORES harmless from any and all loss, cost, expense, damage or claim arising out of this contract. The Broker shall be held harmless from liability resulting from incomplete or inaccurate information provided to Broker from Buyer or other service providers to Buyer.
- 11. **NON-DISCRIMINATION:** Properties shall be shown and made available to Buyer without regard to race, color, religion, age, sex, handicap, familial status or national origin.
- 12. **MODIFICATION OF AGREEMENT AND ENTIRE AGREEMENT:** All written modifications of this agreement are binding only when signed by all parties. This agreement constitutes the entire agreement between the parties and any prior agreements, whether oral or written, have been merged and integrated into this agreement.

The parties acknowledge that they have read, understand, and agree to all provisions of this agreement.

**RE/MAX OF GULF SHORES**

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

RE/MAX Associate \_\_\_\_\_ Date: \_\_\_\_\_