BUYER BROKERAGE AGREEMENT

I/We _____ ("Buyer") hereby employs and grants _____("Broker") the exclusive and irrevocable right, commencing on _____,
(Company Name)
20___, and expiring at midnight on _____, 20___, to locate property and negotiate terms and conditions acceptable to Buyer for purchase, exchange, option, or lease as follows:

1. General Nature of Property: Buyer intends to acquire an interest in one or more properties meeting the following general description:
Type: ____Residential____Land____Commercial____Other_____

2. Buyer Obligations:

a. BUYER AGREES TO WORK EXCLUSIVELY with Broker and not with any other Broker.
b. BUYER AGREES TO FURNISH Broker with all relevant data, records, documents, and other information including loan pre-approval letters and proof of funds to purchase upon request of Broker and authorizes Broker to furnish copies to prospective Sellers, Landlords, Optionors, or Exchangors.
c. BUYER AGREES TO BE AVAILABLE to examine property(s) and responding in a timely manner to communications from Broker.
d. BUYER AGREES TO ACT IN GOOD FAITH to acquire the Property and conduct any and all inspections/investigations of the Property that Buyer deems material and/or important.
e. NEW HOMES/ LOT SALES: Some Sellers, (particularly new home subdivisions, open houses and for-sale-by-owner), will not compensate Broker unless Broker makes the first visit with Buyer. If Buyer makes a first visit without Broker, Buyer agrees to compensate Broker as stated in Brokers Compensation below.
f. BUYER AGREES that, to the fullest extent allowable under Nevada law, that Broker shall be deemed to be procuring cause for any and all successful real estate transactions which arise from or originate during the term of this agreement.

3. Broker Representations:

a. BROKER HOLDS a current, valid Nevada real estate license
b. BROKER AGREES TO WORK DILIGENTLY to locate real property acceptable to Buyer
c. BROKER AGREES TO NEGOTIATE, as Buyer's agent, for terms and conditions acceptable to Buyer for the purchase, exchange, option or lease of rental property(s).

4. Broker Compensation: Broker's compensation shall be paid at the time of and as a condition of closing as follows:

a. Buyer agrees to pay Broker (select all that apply):
1. ___ _____% of the gross selling price of the Property; OR
2. ___ the set amount of $_____. OR
3. ___ whichever is greater of 1 and 2.

Buyer authorizes Broker to accept compensation offered by seller or seller's broker, which compensation shall be credited against any compensation owed by Buyer to Broker.

b. In addition to the compensation in 4(a), Buyer agrees to pay broker $_____ as and for the flat fee portion of Broker's total compensation. This flat fee portion is assessed by Broker to its clients and customers in exchange for real estate services provided and actually performed, and is not required by any state or federal government to that real estate transactions comply with federal or state laws and regulations.
c. Buyer agrees to compensate Broker if the Buyer or any other person acting on the Buyer's behalf enters into an agreement to purchase, exchange, option, or lease and property of the general nature described herein.
d. If completion of any transaction is prevented by Buyer's Default or with the consent of Buyer, the total compensation due under this Agreement shall be immediately due and payable by Buyer.
e. Buyer agrees to pay such compensation if Buyer within _____ calendar days after termination of this Agreement enters into an agreement to purchase, exchange, option or lease any property shown to or negotiated on behalf of the Buyer by Broker during the term of this Agreement, unless Buyer enters into a subsequent agreement with another Broker.
f. Commissions payable for the purchase, exchange, option or lease of property are not set by the Greater Las Vegas Association of REALTORS® or any Board or Association of REALTORS® or Multiple Listing Service or in any manner other than as negotiated between Broker and Buyer.

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5. Disclosures:

a. Buyer acknowledges receipt of the "DUTIES OWED" form, explaining the Duties of Agents in Nevada
b. Buyer understands that depending on the circumstances, it may be necessary or appropriate for Broker to act as an agent of both parties for each such transaction. In such event, Broker will see Buyers' consent to Broker's representation of additional parties as soon as practicable and will obtain the written "CONSENT TO ACT" form signed by all parties.
c. Buyers consents and acknowledges that OTHER POTENTIAL BUYERS represented by Broker may consider, make offers on, or acquire interest in the same or similar properties as Buyer.

6. Non-Confidentiality of Offers: Buyer is advised that Seller or Listing Agent may disclose the existence, terms or conditions of Buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether such information is actually disclosed depends upon many factors, such as current market conditions, the prevailing practice in the real estate community, the Listing Agent's marketing strategy and the instructions of the Seller.

7. Internet Advising, Internet Blogs, Social Media: Buyer acknowledges and agrees that (i) properties presented to them may have been marketed through a "virtual tour" on the Internet, permitting potential buyers to view properties online, or that the properties may be the subject of comments or opinions of value by others online, on blogs or other social media sites; (ii) neither the service provider(s) or the Broker have control over who will obtain access to such services or what actions such persons may take; and (iii) Broker as no control over how long the information concerning the properties will be available on the internet or social media sites.

8. Equal Housing Opportunity: It is the policy of the Broker to abide by all local, state, and federal laws prohibiting discrimination against any individual or group of individuals. The Broker has no duty to disclose the racial, ethnic, or religious composition of any neighborhood, community, or building, nor whether persons with disabilities are housed in any other home or facility, except that the agent may identify housing facilities meeting the needs of a disabled buyer.

9. Other Potential Buyers: Buyer consents and acknowledges that other potential buyers represented by Broker may consider, make offers on, or acquire an interest in the same or similar properties as Buyer is seeking.

10. Mediation: The Broker and Buyer hereby agree that any dispute concerning the terms and conditions of this contract shall be resolved through mediation proceedings at the Greater Las Vegas Association of REALTORS® in accordance with its standards of practice or a mediator mutually agreed upon by the parties. Mediation fees, if any, shall be divided equally among the parties involved. If a lawsuit is filed by either party, that lawsuit shall be stayed until the dispute is resolved or terminated in accordance with this paragraph. _____/_____ (Buyer's Initials) _____/_____(Buyer's Initials) _____ (Broker's Initials)

11. Attorneys Fees: In the event suit is brought by either party to enforce this Agreement, the prevailing party is entitled to court costs and reasonable attorney's fees.

12. Damages Cap: Notwithstanding any provision to the contrary contained in this Agreement, if Broker shall be liable to Buyer for any matter arising from this agreement, whether based upon an action of claim in contract, warranty, equity, negligence, intended conduct or otherwise (including any action or claim arising from an act or omission, negligent or otherwise, of the liable party) the maximum aggregate liability of Broker to Buyer under this agreement shall not exceed the aggregate commission amount received by the Broker.

13. Nevada Law Applies: This Agreement is executed and intended to be performed in the State of Nevada, and the laws of the Nevada shall govern its interpretation and effect. The parties agree that the State of Nevada, and the county in which the Property is located, is the appropriate judicial forum for any litigation related to this Agreement.

14. Capacity: Buyer warrants that Buyer has the legal capacity, full power and authority to enter into this Agreement and consummate the transaction contemplated hereby on Buyer's own behalf or on behalf of the party Buyer represents. All Buyers executing this Agreement are jointly and severally liable for this performance of all its terms. Buyers obligations to pay Broker is binding upon Buyer and Buyer's heirs, administrators, executors, successors and assignees.

15. Entire Contract: All prior negotiations and agreements between the parties are incorporated in this Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final, complete, and exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum, or modification, including any photocopy or facsimile, may be executed manually or digitally, any may be executed in two or more counterparts, all of which shall constitute one and the same writing. This terms of this Agreement may not be amended, modified or altered except through a written agreement signed by all of the parties hereto.

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16. Partial Invalidity: In the event that any provision of this Agreement shall be held to be invalid or unenforceable such ruling shall not affect the validity or enforceability of the remainder of the Agreement in any respect whatsoever.

17. Buyer Declaration: **Buyer acknowledges and warrants by signature(s) below that s/he is not already I any exclusive buyer representation agreement with any other broker in the state of Nevada. Entering into multiple agreements could subject you to multiple fee obligations.** Buyer acknowledges that he has not relied on any statement of the Broker which are not herein expressed.

18. Acceptance: Buyer hereby agrees to all of the terms and conditions herein and acknowledges receipt of a copy of this Agreement.

19. FIRPTA: Should the provisions of the Foreign Investment in Real Property Tax Act (FIRPTA) (Internal Revenue Code Section 1445) apply to the Buyers' real estate transaction. Buyer understands that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined in accordance with FIRPTA, unless an exemption applies. Additional information for determining status may be found at www.irs.gov.

20. Default: If completion of any transaction is prevented by Buyer's Default or with the consent of Buyer, the total compensation due under this Agreement shall be immediately due and payable by Buyer. Buyer agrees to pay such compensation if Buyer within _____ calendar days after the termination of this Agreement enters into an agreement to purchase any property shown to our negotiated on behalf of the Buyer by Broker during the term of this Agreement, unless Buyer enters into a subsequent agreement with another Broker. If completion of any transaction is prevented by Buyer's breach or with the consent of Buyer, other than as provided n the purchase contract, the total compensation shall be due and payable by Buyer.

21. Additional Terms:

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THE PRE-PRINTED PORTION OF THIS AGREEMENT HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCATION OF REALTORS®. NO REPRESENTATION IS MADE AS THE LEGAL VALIDITY OF ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. FOR LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.

THE UNDERSIGNED BUYER HAS READ, UNDERSTANDS AND APPROVED EACH OF THE COPY OF PROVISIONS CONTAINED HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY.

BUYER:

Buyer Signature: _____ Date: _____ Time: _____

Buyer Signature: _____ Date: _____ Time: _____

Buyer Signature: _____ Date: _____ Time: _____

Buyer Signature: _____ Date: _____ Time: _____

Address: _____ City _____ State _____ Zip _____

Telephone: _____ Fax: _____ Email: _____

BROKER:

Broker Name: _____

Broker License Number: _____ Designated License Number:_____

Broker Signature: _____ Date:_____

Company: _____ Designated Licensee: _____

Address: _____ City _____ State _____ Zip _____

Telephone: _____ Fax: _____ Email: _____

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