

EXCLUSIVE BUYER AGENCY AGREEMENT

This Agreement is between: \_\_\_\_\_ ("Buyer")
and \_\_\_\_\_ Shore Realty \_\_\_\_\_ ("Firm").

- 1. Services Provided: Firm will assist Buyer in locating and buying the following real property...
2. Buyer Disclosures: Buyer makes the following disclosures and agrees to update them immediately if any changes occur.
3. Term of Agreement: This Agreement will be effective when signed by Buyer and Firm...
4. Fee for Services: Buyer agrees to pay Firm (Check all that apply):
5. Negotiable Fee; Additional Compensation: BUYER UNDERSTANDS THAT THE AMOUNT, FORMAT, OR RATE OF REAL ESTATE COMPENSATION IS NOT FIXED BY LAW...



REALTOR®

North Carolina Association of REALTORS®, Inc.

Buyer Initials \_\_\_\_\_ Agent Initials \_\_\_\_\_



6. **Dual Agency:** Dual agency occurs when a real estate firm represents both the buyer and the seller in a transaction. Designated dual agency is a specific type of dual agency where a firm will appoint one agent to represent only the interests of the seller and a different agent to represent only the interests of the buyer. Designated dual agency permits a firm to fully advise and advocate for both a buyer and a seller as if the appointed agents were not both affiliated with the same firm. Not every real estate firm offers dual agency or designated dual agency. Authorizations available below may vary.
- a. **Terms of Dual Agency:** If dual agency is permitted, Buyer understands and agrees to the following:
    - i. Firm will act as Buyer's exclusive agent up until dual agency occurs. However, in its separate representation of Buyer and a seller, Firm may obtain information which, if disclosed, could harm Buyer's bargaining position.
    - ii. Buyer will have to make their own decisions as to what terms will be included in an offer to purchase unless designated dual agency is directed by Buyer below.
    - iii. Unless required by law, Firm will not disclose to a seller: that Buyer may agree to a price or contract terms different than what Buyer has offered; Buyer's motivation for wanting to buy a property; and any other information that Buyer has told Firm is confidential. Firm will similarly not reveal to Buyer the same kind of information as it relates to a seller.
    - iv. Firm will represent Buyer and the seller in a balanced and fair manner, and Firm will assist both parties in their communications regarding the transaction. However, Firm will be limited in its ability to advocate for Buyer, like an exclusive agent would, unless designated dual agency is directed below.
    - v. If designated dual agency is directed, an agent in Firm will not be designated to represent Buyer or the seller if that agent has received confidential information concerning the other party.
    - vi. Buyer has determined that the advantages of dual agency outweigh the disadvantages.
  - b. **Authorizations:** Initial only as applicable below.
 

\_\_\_\_\_ Firm may act as a dual agent in a transaction involving Buyer. If Firm may not act as a dual agent, then Buyer will always have exclusive representation under this Agreement.

*If Firm may act as a dual agent, then:*

\_\_\_\_\_ Buyer authorizes the same agent to represent both Buyer and a seller in dual agency.

\_\_\_\_\_ Buyer directs Firm to practice designated dual agency. If Buyer directs Firm to practice designated dual agency, then Firm may only practice designated dual agency unless it is not allowed under North Carolina law.
  - c. **Material Facts:** Regardless of whether dual agency is authorized, Firm must disclose any material facts to all parties in a transaction. This duty applies whether Firm is Buyer's exclusive agent or a dual agent, including designated dual agency.
  - d. **Waiver:** Should Firm become a dual agent, Buyer waives all claims, damages, losses, expenses, and liabilities, other than for violations of the NC Real Estate License Law and intentional wrongful acts arising from Firm's role as a dual agent.
7. **Surveillance; Photographs; and Video:** Buyer understands that some properties may have video, audio, or surveillance devices. Federal and state laws prohibit the recording of oral communications without consent. However, video surveillance without consent may be permitted. Buyer may take photos or record video as long as Buyer does not intrude on the owner's reasonable expectation of privacy and owner has not prohibited photography and video. Buyer should only record spaces in plain view. If Buyer were to intrude on an owner's privacy - for example, if Buyer were to take pictures of a medicine cabinet or inside a desk drawer - then Buyer may be subject to liability. Firm may not have control of pictures or videos of a property that Buyer may purchase, and accordingly, such information will not be removed from public display after Buyer's purchase.
8. **Other Professional Advice:** Buyer is advised to seek other professional advice regarding law, taxes, financing, insurance, surveying, wood destroying insects, structural soundness, engineering, building construction, and other matters related to purchasing real estate. Buyer also should consider seeking legal advice regarding this Agreement. Firm may provide recommendations for these other services, but Firm cannot guarantee the quality or level of expertise. Buyer agrees to hold Firm harmless regarding Buyer's use of other professional services. Buyer also agrees to fully indemnify Firm if a claim is brought against Firm stemming from Buyer's use of other professionals or Buyer's election not to use other professionals.
9. **Inspection Costs:** Unless otherwise agreed, Buyer must pay for all inspection costs and other professional services related to purchasing a property including all items in section 8. This duty to pay will apply regardless of whether Buyer closes on a property.

10. **Confidentiality:** Firm will not disclose the price or other terms of an offer by Buyer to a competing party without the express consent of Buyer. However, sellers may elect not to treat Buyer's offer as confidential. Sellers may also elect not to disclose other offers and instruct their agent to keep that information confidential.
11. **WIRE FRAUD WARNING:** Before sending any wire, Buyer should verify the recipient's phone number independently, and call the recipient to verify the wiring instructions. If Buyer receives wiring instructions for a different bank, branch location, or account name or number, they should be presumed fraudulent. If fraud is at all suspected, do not send any funds, contact the recipient immediately, and presume that any phone number received in an email from the closing attorney, Firm, another real estate agent, or anyone else is fraudulent. Buyer understands that there are risks associated with wire transfers that are not within the reasonable control of Firm. Buyer agrees to release and discharge Firm and Firm's agents from all claims not caused by gross negligence relating to a wire transfer associated with the Services.
12. **Additional Terms:** \_\_\_\_\_  
 \_\_\_\_\_ . If there is a conflict between the terms in this section and any other part of this Agreement, the terms in this section will control. Firm and Buyer may also insert "see attached" and add additional terms with a separate addendum.
13. **Merger; Modification; Assignment; Enforcement; Attorney's Fees; and Governing Law:** This Agreement represents the entire agreement of the parties hereto. All prior understandings and agreements are merged into this document. This agreement may only be modified by a written document signed by all parties, and it may not be assigned except by written consent of all parties. Subject to statutory limitations, if legal proceedings are instituted to enforce any provision of this agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney's fees and court costs incurred in connection with the proceeding. This agreement is governed by North Carolina law.
14. **NONDISCRIMINATION:** FIRM SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP, OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY. FURTHER, REALTORS® HAVE AN ETHICAL DUTY TO CONDUCT SUCH ACTIVITIES WITHOUT RESPECT TO THE SEXUAL ORIENTATION OR GENDER IDENTITY OF ANY PARTY OR PROSPECTIVE PARTY.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC., MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY TRANSACTION.

**Buyer:** (Name) \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

Contact: (Phone and Email) \_\_\_\_\_

Mailing Address: \_\_\_\_\_

**Buyer:** (Name) \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

Contact: (Phone and Email) \_\_\_\_\_

Mailing Address: \_\_\_\_\_

**Entity Buyer:** (Name of LLC, Corp., Trust, etc.) \_\_\_\_\_

By: (Name & Title) \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

Contact: (Phone and Email) \_\_\_\_\_

Mailing Address: \_\_\_\_\_

**Firm:** (Name) Shore Realty (License Num.) \_\_\_\_\_ (Phone) (252)441-3416

By: (Agent Signature) \_\_\_\_\_ (License Num.) \_\_\_\_\_ (Date) \_\_\_\_\_

**Teresa Rush Cremia**

Office Address: 4639 S.Roanoke Way, Nags Head, NC 27959

Agent Contact: (Phone, Fax, and Email) (252)441-3416 trush@outerbankshome.com

Buyer Initials \_\_\_\_\_ Agent Initials \_\_\_\_\_