

## Massachusetts

Massachusetts law prohibits a real estate broker or salesperson from representing or negotiating on behalf of a buyer unless a buyer has an agreement (either written or verbal) to allow the broker or salesperson to act on the buyers behalf. For the protection of consumers, Massachusetts law encourages that all business relationships be defined in writing.

### EXCLUSIVE RIGHT TO REPRESENT BUYER AGREEMENT

This agreement is made on \_\_\_\_\_, \_\_\_\_\_ between \_\_\_\_\_ ("Buyer") and Jane Brown Associates ("Broker").

In consideration of services and facilities, the Broker is hereby granted the exclusive right to represent the Buyer in the acquisition of real property situated in any of the towns of Martha's Vineyard. (As used in this Agreement, "acquisition of real property" shall include any purchase, option, exchange or an agreement to do so.)

**1. BUYER'S REPRESENTATIONS.** The buyer represents that as of the commencement date of this agreement, the Buyer is not a party to a buyer representation agreement with any other brokerage firm. The Buyer further represents that the Buyer has disclosed to the Broker any properties that the Buyer seeks to acquire under this agreement that the Buyer has previously visited or that the Buyer has been shown by any other real estate agent.

**2. TERM.** This Agreement commences when signed and, subject to Paragraph 7, terminates at 12:00 PM on \_\_\_\_\_, \_\_\_\_\_.

**3. BROKER'S DUTIES.** The Broker and the Sales Associate shall promote the interests of the Buyer by: (a) performing the terms of this Agreement; (b) seeking property at a price and terms acceptable to the Buyer; (c) negotiating terms and conditions on behalf of the Buyer; (d) presenting in a timely manner all written offers or counteroffers to and from the Buyer; (e) disclosing to the Buyer all material facts related to the property or concerning the transaction of which they have actual knowledge; (f) accounting for in a timely manner all money and property received in which the Buyer has or may have an interest. Unless otherwise provided by law or the Buyer consents in writing to the release of this information, the Broker shall maintain the confidentiality of all personal and financial information and other matters identified as confidential by the Buyer, if that information is received from the Buyer during the brokerage relationship. In satisfying these duties, The Broker shall exercise ordinary care, comply with all applicable laws and regulations, treat all prospective sellers honestly and not knowingly give false information.

**4. BUYER'S DUTIES.** The Buyer shall: (a) work exclusively with the Broker during the term of this Agreement; (b) pay the Broker the compensation set forth below; (c) comply with the reasonable requests of the Broker to supply any pertinent financial or personal data needed to fulfill the terms of this Agreement; (d) be reasonably available during the Broker's regular working hours to view properties.

**5. COMPENSATION.** In consideration of the time and effort expended by the Broker on behalf of the Buyer, and in further consideration of the advice and counsel provided to the Buyer, the Buyer shall pay compensation ("Broker's Fee") to the Broker as described below. The Broker's Fee shall be earned, due and payable under any of these circumstances whether the transaction is consummated through the services of the Broker or otherwise: (a) If the Buyer enters into a contract to acquire real property during the term of this Agreement and closes on that contract any time thereafter; or (b) If, within 180 days of expiration of this Agreement, the Buyer enters into a contract to acquire real property that has been described to or shown to the Buyer by the Broker during the term of this Agreement, even if the Buyer has entered into a subsequent "Exclusive Right to Represent

Buyer" agreement with another real estate broker; or (c) If, having entered into a enforceable contract to acquire real property during the term of this Agreement, the Buyer defaults under the terms of that contract.

The Broker's Fee shall be 3% of the purchase price. If the seller or the seller's representative offers compensation to the Broker, then the Buyer authorizes the Broker to receive such compensation, plus any bonus provided by the seller, and the amount of such compensation shall be credited against the Buyer's obligation to pay the Broker's Fee.

Any obligation incurred under this Agreement on the part of the Buyer to pay the Broker's Fee shall survive the termination of this Agreement.

**6. DISCLOSED DUAL REPRESENTATION.** The Buyer acknowledges that in the normal course of business the Broker may represent sellers of properties in which the Buyer is interested. If the Buyer wishes to acquire any property listed with the Broker, then the Buyer will be represented in the manner as permitted under Massachusetts law (Disclosed Dual Agent). The Buyer consents to a possible Dual Representation. The written consent required from the parties in each case will be accomplished via the execution of the appropriate disclosure form at the time of the contract offer.

**7. DISCLAIMER.** The Buyer acknowledges that the Broker is being retained solely as a real estate agent and is not an attorney, tax adviser, lender, appraiser, surveyor, structural engineer, home inspector or other professional service provider. The Buyer is advised to seek professional advice concerning the condition of the property or concerning legal and tax matters.

**8. FAIR HOUSING.** Properties shall be shown and made available to the Buyer without regard to race, creed, color, national origin, ancestry, religion, sex, sexual orientation, marital state, age, lawful source of income, learning disability, mental disability, familial status and/or physical disability, as well as all classes protected by the laws of the United States, the Commonwealth of Massachusetts and applicable local jurisdictions.

**9. OTHER PROVISIONS.** (a) The Broker may show the same property to other buyers, represent other buyers, represent sellers relative to other properties, or provide assistance to a seller or prospective seller by performing ministerial acts that are not inconsistent with the Broker's duties under this Agreement. (b) The Buyer may terminate this agreement with written notice.

**10. MISCELLANEOUS.** This Agreement, any exhibits and any addenda signed by the parties constitute the entire agreement between the parties and supersede any other written or oral agreements between the parties. This Agreement can only be modified in writing when signed by both parties. The Parties agree that facsimile signatures shall constitute a binding Agreement. In any action or proceeding involving a dispute between the Buyer and the Broker, arising out of the Agreement, or to collect the Broker's Fee, the prevailing party shall be entitled to receive reasonable attorney's fees to be determined by the court or arbitrator(s). The Parties further agree to first attempt to resolve any dispute through the Martha's Vineyard Mediation Program (508-627-3751).

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone: Work Home

\_\_\_\_\_  
Broker's Signature

Jane Brown Associates

PO Box 2035, Edgartown, MA 02539

508-627-4741

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