



# Realty Trust Services



## BUYER AGENCY AGREEMENT EXCLUSIVE RIGHT TO REPRESENT

This Buyer Agency Agreement Exclusive Right to Represent ("Agreement"), is made 01/31/2017 (Date), between ("Buyer") Dan & Melinda Ramsier, whose address is 46485 Telegraph Rd. Amherst, OH 44001

and ("Broker") Realty Trust Services, whose address is 29550 Detroit Road, Suite 102, Westlake, OH 44145.

1. **Retainer period:** Buyer retains Broker as buyer's exclusive agent, to locate property of the type described below and to negotiate terms and conditions for its purchase acceptable to Buyer, for a period commencing on \_\_\_\_\_ (Date), and terminating on midnight of the same day of the month 6 months later (The "Agency Period").

General description: Locating Investment Property and Assisting with the purchase.

List any info that will be confidential: \_\_\_\_\_

2. **Buyer's obligations:** During the Agency Period, buyer will deal exclusively with Broker with respect to all inquiries, showings, proposals and offers related to Buyer's acquisition of any property. Any offers made by Buyer during the Agency Period shall be made through Broker. If any offer which Buyer is required to make through Broker is accepted by the Seller, Broker shall be entitled to the fee specified below. **THIS AGREEMENT DOES NOT OBLIGATE BUYER TO MAKE AN OFFER TO BUY ANY PROPERTY.**

3. **Continuous efforts:** If Buyer makes an offer to purchase any property during the time stated above, Buyer authorizes Realty Trust Services to provide continuous assistance as Buyer's agent to the conclusion of the transaction. This authorization includes the right to represent Buyer in negotiating the contract to purchase and any amendments, modifications, new agreements, extensions or other changes. Realty Trust Services right to a fee shall remain in effect until the transaction is finally concluded.

4. **Compensation of REALTOR®**

A. **Retainer fee:** Buyer agrees to pay and REALTOR® acknowledges receipt of a retainer fee of \$495.00 as compensation for initial professional counseling, consultations and research. Said fee is non-refundable but shall be credited against any compensation of REALTOR® due and payable at closing.

B. **Performance Fee:** Buyer further agrees that an additional commission of \$195.00 plus 3.5% of the purchase price, or exchange price or \$ (minimal \$2,000.00) (whichever is greater) will be due and payable, upon accepted agreement between Landlord/Tenant or Seller/Buyer for any real property purchased, leased, exchanged or otherwise acquired by Buyer during the term of this agreement. Buyer may pay the Performance Fee by authorizing Realty Trust Services to receive all or part of said fee by accepting an amount offered by the Listing Broker or the Seller. However if the amount paid is less than the amount agreed on Performance Fee noted above or no fee is paid to Realty Trust Services by the Listing Broker or Seller, the amount due will be paid in cash by the Buyer at the closing of the aforementioned real property. Buyer further agrees that Realty Trust Services shall receive and retain any and all bonuses offered, exclusive of any other fees or commissions. In addition, any offers made by Buyer within one (1) year after the expiration of the Agency Period, with respect to properties which Realty Trust Services brought to buyers attention, Realty Trust Services shall be entitled to above fee.

6. **REALTOR®'S obligations:** In consideration of Buyer's contract set forth above REALTOR® agrees to use diligence in procuring a property acceptable to Buyer and to negotiate terms and conditions for the purchase or exchange acceptable to Buyer. REALTOR® agrees that he will act for Buyer only and will not accept a fee from Seller unless full disclosure thereof is made to Buyer prior to the execution of an offer to purchase or exchange and both parties consent thereof.

7. **Fair housing statement:** This agreement shall be performed in accordance with the Ohio Fair Housing Law (Section 4112.02 (H) of the Ohio Revised Code) and the Federal Fair Housing Law (42 U.S.C.A. 3601) pursuant to which it is illegal 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, 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.

8. **Sole contract:** The parties agree that this contract constitutes their entire contract and that no oral or implied contract exists. Any amendments to this contract shall be made in writing, signed by both parties and copies shall be attached to all copies of this original contract.

9. **Buyer's acknowledgment:** Buyer acknowledges that he has read this contract and the information contained herein is true and accurate to the best of his knowledge and that he received a copy of this contract in its completed form.

10. **Term of agency:** Buyer engages REALTOR® and grants to REALTOR® the exclusive right and authority to negotiate for the purchase, lease, exchange or other acquisition of real property identified during the term of this Agreement, which shall begin on 01/31/2017 and shall continue until midnight on 07/31/2017.

11. **Other potential buyers:** Buyer understands that other potential buyers may consider, make offers on, purchase, lease, exchange or otherwise acquire through REALTOR® the same or similar properties as Buyer is seeking to acquire. Buyer consents to REALTOR®'S representation of such other potential buyers before, during and after the expiration of this Agreement.

**Signatures:**

Dan Ramsier dotloop verified 01/31/17 2:59PM EST Y0UW-MAFZ-AJEY-HV0J

Buyer Date

Melinda Ramsier dotloop verified 01/31/17 2:58PM EST PKLC-4LCO-6T2I-50EZ

Buyer Date

Tim Debronsky dotloop verified 01/31/17 2:55PM EST PS2I-YXP2-NGJH-LZKT

Agents signature on behalf of Realty Trust Services