



**EXCLUSIVE BUYER AGENCY AGREEMENT**

This Exclusive Buyer Agency Agreement (hereinafter referred to as the “**AGREEMENT**”) is entered into by and between \_\_\_\_\_ (hereinafter referred to as “**BUYER**”) and HIVE Realty, LLC (hereinafter referred to as “**BROKER**”) on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WITNESSETH:

WHEREAS, Buyer desires to purchase real property with the assistance of a full-service real estate agent or broker; and

WHEREAS, Broker is a real estate agent or broker licensed by the State of South Carolina, who desires to assist Buyer with the purchase of real property as described herein; and

NOW THEREFORE, Buyer hereby appoints Broker as Buyer’s sole and exclusive agent to assist in identifying and purchasing real property as described herein, subject to the following terms and conditions:

1. **DESCRIPTION OF REAL PROPERTY.** Buyer seeks Broker’s assistance in identifying and purchasing real property within the price range of \$\_\_\_\_\_ to \$\_\_\_\_\_ and generally described as :\_\_\_\_\_.
2. **TERM OF AGREEMENT.** The term of this Agreement shall begin on the date first written above (assuming this Agreement is fully and properly executed and any costs or fees agreed herein are paid in full) and shall expire at midnight \_\_\_\_\_ days therefrom.
3. **SCOPE OF BROKER’S SERVICES.** Broker will exercise good faith to assist Buyer in identifying and purchasing real property as described above. Broker shall work at all times in the Buyer’s best interest and shall inform all prospective sellers and their agents with whom Broker has contact that it is representing the Buyer. Unless otherwise agreed in writing, Broker has the following duties to Buyer: obedience, undivided loyalty, full disclosure, confidentiality, accounting in all dealings and reasonable care and diligence. Broker does not guarantee that all available properties will be shown to Buyer.
4. **BUYER’S RESPONSIBILITIES.** Buyers agrees to conduct all negotiations through Broker and to work exclusively with Broker during the term of this Agreement by viewing properties only with Broker and not with any other person. Buyer agrees to inform other real estate brokers and agents, home builders and property owners or sellers with whom Buyer may have contact that Broker is representing Buyer as Buyer’s exclusive agent. Buyer will cooperate with Broker by providing Broker with reliable information, including financial information, and any other information that Broker deems necessary for the performance of this Agreement, communicating promptly with Broker, and making himself available to meet with Broker to view properties. Buyer understands the compensation to Broker may

Buyer \_\_\_\_\_ Buyer \_\_\_\_\_ Broker \_\_\_\_\_

become due and payable even if Broker is not directly involved in the acquisition of the above described property.

**Buyer certifies that he/she does not have a buyer agency contract in effect with another real estate Broker/company.**

- 5. **INDEMNIFICATION OF BROKER.** Buyer promises to disclose to Broker whether Buyer has been given prior information about any property of the type that is the subject of this Agreement by any other Broker or salesperson, or has previously been shown any such property by any other Broker or salesperson. If Buyer fails to inform Broker about such other broker’s or salesperson’s involvement, and Broker incurs any loss or damage as a result of any claim being brought against him/her on account of such involvement, due to no fault of Broker, then Buyer shall indemnify Broker for all such losses and damages incurred by Broker because of such claim. Buyer shall hold Broker harmless from liability as a result of incomplete or inaccurate information provided Broker by Buyer or seller.
- 6. **DISCLOSURE OF BUYER’S CONFIDENTIALITY.** Buyer is advised that a seller or seller’s agents may or may not treat the existence, terms or conditions of offers as confidential unless confidentiality is required by law, regulation or by written confidentiality agreement of the parties.
- 7. **NONDISCRIMINATION.** The parties agree not to discriminate in any transaction pursuant to this Agreement based on race, color, religion, sex, handicap, familial status, national origin, age, or marital status.
- 8. **AGENCY DISCLOSURE:** (Buyer must initial all applicable choices)

\_\_\_\_\_ Buyer acknowledges receiving an explanation of the types of agency relationships that are offered by Broker and an Agency Disclosure Form at the first practical opportunity at which substantive contact occurred between the Broker and Buyer.

Buyer acknowledges that after entering into this written agency contract, Broker might request a modification in order to act as a **dual agent** or a **designated agent** in a specific transaction. If asked:

- \_\_\_\_\_ Permission to act as a **dual agent** will not be considered.
- \_\_\_\_\_ Permission to act as a **dual agent** may be considered at the time Buyer is provided with information about the other party to the transaction. If Buyer agrees, Buyer will execute a separate written **Dual Agency Agreement**.
- \_\_\_\_\_ Permission to act as a **designated agent** will not be considered.
- \_\_\_\_\_ Permission to act as a **designated agent** may be considered at the time Buyer is provided with information about the other party to the transaction. If Buyer agrees, Buyer will execute a separate written **Designated Agency Agreement**.

- 9. **COMPENSATION TO BUYER’S BROKER.** In consideration of the services to be performed by Broker, Buyer agrees to pay Broker a percentage commission based on the gross purchase price of the property (the “Brokerage Fee”) according to the commission schedule attached hereto and incorporated herein by reference as Addendum A, assuming a cooperating broker commission rate of three percent (3.0%) of the purchase price of the property being purchased. If the cooperating broker

Buyer \_\_\_\_\_ Buyer \_\_\_\_\_ Broker \_\_\_\_\_

commission rate differs from the afore-mentioned three percent (3.0%) rate, then Broker shall be paid first from any cooperating broker commission amount according to Addendum A. Any remaining proceeds from the cooperating broker commission shall then be rebated to Buyer as herein described.

Five percent (5.0%) of the projected Brokerage Fee (based on Buyer's identified price range) shall be due at the time of engagement and shall be nonrefundable to Buyer under in any circumstance. The remainder of the Brokerage Fee shall be paid out of the cooperating broker commission received at closing. Any amount of the total commission that is above the Brokerage Fee shall be rebated to Buyer at closing.

10. **BROKER PROTECTION PERIOD.** The Brokerage Fee shall be due Broker even if Buyer, on his/her own or with the assistance of a third party, acquires above described property or obtains a contract to acquire any such property within ninety (90) days after the expiration of this Agreement, if such property or its seller was introduced to Buyer during the term of this Agreement by Broker.
11. **BUYER REBATE.** Any Buyer rebate shall first be applied to closing costs and any other pre-paid amounts as a financing concessions. If the full amount of the Buyer rebate is not consumed by the financing concessions, Broker shall provide the remainder of the rebate through a sales concession, if applicable. Sales concessions are deducted from the sales price. If the commission rebate due to the Buyer exceeds what is allowable as a financing concession, the seller must agree to reduce the purchase price of the property by an amount equal to the remaining commission rebate Broker has agreed to provide to Buyer. Broker agrees to also reduce the commission it is due by an amount equal to the reduction in the purchase price.
12. **OTHER POTENTIAL BUYERS.** Buyer understands other buyers will also be represented by Broker and these other buyers may seek property, submit offers and contract to acquire property through Broker, possibly including the same property Buyer may seek to acquire. Buyer acknowledges, understands and consents to representation of other buyers by Broker. Broker shall not disclose to either party the terms and conditions of the other's offer.
13. **PROFESSIONAL ADVICE.** Buyer should seek professional advice, assistance or inspections regarding legal and title matters, tax consequences, property condition and surveys, hazardous substances, environment matters, and other matters of concern relating to any property to be purchased. Buyer agrees not to rely on Broker or its agents for professional advice regarding the above described matters and acknowledges that no statements made by Broker or its agents may be interpreted as such.
14. **MEGAN'S LAW.** Buyer agrees that Broker and its agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. This information may be obtained from the local sheriff's department or other appropriate law enforcement officials.
15. **ENTIRE BINDING AGREEMENT.** This Agreement expresses the entire agreement and all promises, covenants and warranties between Buyer and Broker. This Agreement can be changed only by mutual agreement of the parties hereto in writing. Terms and conditions of this Agreement do not survive closing unless otherwise specified herein.

Buyer \_\_\_\_\_ Buyer \_\_\_\_\_ Broker \_\_\_\_\_

16. **MEDIATION.** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. This provision shall survive for a period of one hundred and twenty (120) days after the date of closing. Should litigation be required to enforce the terms of this Agreement, costs and attorney fees shall be awarded to the prevailing party.

17. **COMMUNICATION BY ELECTRONIC MEANS.** The parties hereto agree that the offer and acceptance of this Agreement may be communicated by use secure electronic means, including, but not limited to, electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing communicated by such means shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

18. **OTHER TERMS AND CONDITIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

THIS IS A LEGALLY BINDING AGREEMENT. BUYER SHALL SEEK FURTHER ASSISTANCE OR LEGAL ADVICE IF THE CONTENTS ARE NOT UNDERSTOOD. BUYER AND BROKER ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. BUYER AGREES TO RECEIVE COMMUNICATIONS FROM BROKER AT THE EMAIL OR MAILING ADDRESS, PHONE AND FAX NUMBER LISTED BELOW.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the parties hereto.

BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

REAL ESTATE COMPANY: Hive Realty, LLC \_\_\_\_\_

Mailing Address: PO Box 614, Greenville, SC 29601 Phone: (864) 350-9300 \_\_\_\_\_

By (Broker): \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Phone: (864) 350-9300 Broker Email: terri@hiverealtyllc.com \_\_\_\_\_

**Addendum A**

<u>Sales Price</u>	<u>Hive Commission Rate</u>	<u>Hive Commission</u>	<u>Buyer Rebate</u>
\$100,000.00	2.50%	\$2,500.00	\$500.00
\$120,000.00	2.45%	\$2,940.00	\$660.00
\$140,000.00	2.40%	\$3,360.00	\$840.00
\$160,000.00	2.35%	\$3,760.00	\$1,040.00
\$180,000.00	2.30%	\$4,140.00	\$1,260.00
\$200,000.00	2.25%	\$4,500.00	\$1,500.00
\$220,000.00	2.20%	\$4,840.00	\$1,760.00
\$240,000.00	2.15%	\$5,160.00	\$2,040.00
\$260,000.00	2.10%	\$5,460.00	\$2,340.00
\$280,000.00	2.05%	\$5,740.00	\$2,660.00
\$300,000.00	2.00%	\$6,000.00	\$3,000.00
\$320,000.00	1.95%	\$6,240.00	\$3,360.00
\$340,000.00	1.90%	\$6,460.00	\$3,740.00
\$360,000.00	1.85%	\$6,660.00	\$4,140.00
\$380,000.00	1.80%	\$6,840.00	\$4,560.00
\$400,000.00	1.75%	\$7,000.00	\$5,000.00
\$420,000.00	1.70%	\$7,140.00	\$5,460.00
\$440,000.00	1.65%	\$7,260.00	\$5,940.00
\$460,000.00	1.60%	\$7,360.00	\$6,440.00
\$480,000.00	1.55%	\$7,440.00	\$6,960.00
\$500,000.00	1.50%	\$7,500.00	\$7,500.00

Minimum Commission = \$2,500.00

Maximum Commission = \$7,500.00