

BUYER AGENCY AGREEMENT

This contract is made between _____, described throughout this contract as the "BUYER" and _____, described hereafter as the "BROKER". By this contract the BUYER retains and appoints the BROKER as BUYER'S exclusive agent to assist BUYER in the procurement of property and to negotiate terms and conditions acceptable to the BUYER for the procurement of certain property as generally described in this contract.

This contract shall begin _____(or date signed, whichever is later), and shall continue until _____.

BUYER desired to purchase real property described as follows: _____

BROKER agrees to perform the terms of this contract, promote the interests of the BUYER with the utmost good faith, loyalty and fidelity, and present in a timely manner all offers to and from the BUYER.

BROKER shall disclose to the BUYER all adverse material facts actually known by the BROKER and advise the BUYER to obtain expert advice as to material matters known by the BROKER but the specifics of which are beyond the BROKER'S expertise. BROKER is not required to disclose information relating to the physical condition of the property if a written report regarding the physical condition of the property has been prepared by a qualified third party and provided to BUYER. BROKER shall disclose to BUYER any facts actually known by BROKER that were omitted from or contradict any information included in a written report provided to BUYER.

BROKER shall account in a timely manner for all money and property received, comply with all requirements of the Brokerage Relationships in Real Estate Transactions Act of Kansas and comply with any applicable federal, state and local laws, rules and regulations and ordinances.

BROKER shall keep all information about the BUYER confidential unless disclosure is required by statute, rule or regulation or failure to disclose would constitute fraudulent misrepresentation. No cause of action for any person shall arise against BROKER for making any required or permitted disclosure. BROKER shall disclose to potential Sellers all adverse material facts actually known by the BROKER, including but not limited to material facts concerning the BUYER'S financial ability to perform the terms of the transaction.

BUYER understands that other potential buyers may consider, make offers on, or purchase through BROKER the same or similar properties as BUYER seeks to acquire.

BUYER understands potential for a DESIGNATED AGENT RELATIONSHIP. A designated agent is a real estate licensee affiliated with a broker who has been designated by the broker, or the broker's duly authorized representative, to act as the agent of a broker's buyer or seller client to the exclusion of all other affiliated licensees. If a designated agent is named in this agreement, the designated agent would perform the duties of a buyer's agent and the supervising broker (or branch broker, if applicable) shall act as a transaction broker. As a transaction broker, BROKER would assist the parties with the real estate transaction without being an agent or advocate for the interests of either party. The supervising broker (or branch broker, if applicable) may appoint an affiliated licensee to act in the transaction as a transaction broker.

BUYER'S INITIALS AND DATE
() _____
() _____

BROKER, or broker's authorized representative, hereby designates _____ to act as designated agent on BUYER'S behalf. If an affiliated licensee is not being named as a designated agent in this agreement indicate by checking here: _____

BUYER understands if a designated agent is not named in this agreement, a potential exists for BROKER to Act as Transaction Broker. The BROKER may have clients who have retained BROKER to represent them as a seller. If BUYER becomes interested in making an offer on a seller client's property, then the BROKER would be in a position of representing both BUYER and seller in that transaction. Such representation would constitute dual agency, which is illegal in Kansas. With the informed consent of both BUYER and seller, BROKER may act as a transaction broker.

BUYER agrees to pay the BROKER a brokerage fee of _____ for assisting and negotiating in the procurement of property acceptable to BUYER. If a seller's agent or transaction broker working with the seller in a transaction with BUYER is offering compensation to BUYER'S agent, then BROKER shall be compensated by the seller's agent or transaction broker instead of collecting brokerage fee from BUYER.

ENTIRE AGREEMENT. This Agency Agreement constitutes the entire agreement between the parties. Modifications of any term in this agreement shall be in writing and signed by both parties.

Additional provisions: _____

This is a legally binding contract. If not understood, seek legal advice. Buyer hereby certifies that he/she has received a copy of this contract.

Brokerage name

BUYER Date

By: _____
Signature for Brokerage Date

BUYER Date

E-MAIL ADDRESS

E-MAIL ADDRESS

Telephone Number

Telephone Number

This form is approved by the Kansas Real Estate Commission on April 18, 2017, to be provided to brokers as a sample form of an exclusive agency agreement with a buyer (per K.S.A. 58-30,112). Brokers may modify the form to a nonexclusive buyer agency agreement or to an exclusive or nonexclusive agency agreement with a tenant. The form may also be modified to add, delete or modify paragraphs as long as the modifications do not conflict with the requirements of the Brokerage Relationships in Real Estate Transactions Act (BRRETA), 58-30,101 *et seq.*