

**BUYER REPRESENTATION AGREEMENT**

**1. Parties:** The parties to this agreement are:

**Client:** Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Broker:** The Crossland Team / Keller Williams Realty. 1801 S. Mopac Expressway, Suite #100, Austin TX 78746  
Phone: (512) 301-5811 Fax: (512) 646-0880 Email: Contact@CrosslandTeam.com

**2. Appointment.** Client grants to Broker the exclusive right to act as Client’s real estate agent for the purpose of acquiring property in the market area. “Market Area” means MLS areas covered by The Austin/Central Texas Realty Information Service (Austin MLS) or (list specific areas and search parameters) \_\_\_\_\_.

**3. Term.** This agreement commences on \_\_\_\_\_ and ends at 11:59 p.m. on \_\_\_\_\_.  
Either party may terminate this agreement at any time by giving the other party a 24-hour written notice of termination.

**4. Broker’s Obligations.** Broker will use Broker’s best efforts to assist Client in acquiring property in the market area; assist Client in negotiating the acquisition of property in the market area; and comply with other provisions of this agreement.

**5. Client’s Obligations.** Client will work exclusively through Broker in acquiring property in the market area and negotiate the acquisition of property in the market area only through Broker; inform other brokers, salespersons, sellers, and landlords with whom Client may have contact that Broker exclusively represents Client for the purpose of acquiring property in the market area and refer all such persons to Broker; and comply with other provisions of this agreement.

**6. Professional Service Fee.** The parties agree that Broker will receive a commission calculated as 3.0% of gross sales price. Broker will seek to obtain payment of the commission first from the seller, landlord, or their agents. If such persons refuse or fail to pay Broker the amount specified, Client will pay Broker the amount specified less any amounts Broker receives from such persons. Broker will rebate any excess compensation (over 3%) to Buyer unless prohibited. If Client acquires a property listed by Broker, Broker will be paid in accordance with the terms of Broker’s listing agreement with the owner and Client will have no obligation to pay Broker.

**7. Intermediary Status.** Client desires to see Broker’s listings. If Client wishes to acquire one of Broker’s listings, Client authorizes Broker to act as an intermediary pursuant to the provisions of an Intermediary Relationship Notice to be attached to the sales contract. The law in the State of Texas states that a Broker may not serve as an intermediary in a transaction unless both parties consent in writing.

**Notice:** If Broker acts as an intermediary, Broker and Broker’s associates:

(a) may not disclose to Client that the seller or landlord will accept a price less than the asking price unless otherwise instructed in a separate writing by the seller or landlord; (b) may not disclose to the seller or landlord that Client will pay a price greater than the price submitted in a written offer to the seller or landlord unless otherwise instructed in a separate writing by Client; (c) may not disclose any confidential information or any information a seller or landlord or Client specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property; (d) shall treat all parties to the transaction honestly; and (e) shall comply with the Texas Real Estate License Act.

**8. Multiple Properties; Buyers or Offers.** Other buyers represented by Broker may seek to acquire through Broker the same properties Client wants to acquire. Client consents to Broker’s representation of other Buyers during and after the expiration of this Agency Agreement. Broker will not disclose the price offered or financial details of Client’s offer to other potential buyers nor will Broker disclose to Client the details of any offer presented by another buyer represented by Broker or if Broker is an intermediary.

**9. Notice to Buyer.** If Buyer agrees to purchase property, Buyer should have an abstract covering the property examined by an attorney of Buyer’s choice or obtain a policy of title insurance.

**10. Default.** Failure by either party to comply with this agreement shall be a default, and the non-defaulting party may seek any relief as provided by law.

**11. Dispute Resolution.** It is the policy of the State of Texas to encourage the peaceable resolution of disputes through alternative dispute resolution procedures. The parties are encouraged to use an addendum approved by TREC to submit to mediation disputes that cannot be resolved in good faith through informal discussion.

**12. Receipt of Brokerage Information.** By signing below, Client acknowledges reading and understanding this Agreement and receipt of Information About Brokerage Services as required by the Texas Real Estate License Act.

The Crossland Team, Keller Williams Realty TREC# 0492214

By: \_\_\_\_\_  
Broker’s Associate’s Signature Date

\_\_\_\_\_  
Client Date

\_\_\_\_\_  
Client Date