



Agency Agreement

This Agreement is made between _____ (“Purchaser(s)”) and **The Buyer’s Agent of Nashville & Middle Tennessee** (“Agent”):

Purchaser(s) request that Agent perform certain real estate brokerage services and duties by exclusively representing Purchaser(s) and assisting Purchaser(s) in locating suitable real property, in negotiations for the purchase or other acquisition of ownership of any interest in real property or as may otherwise be provided for in this agreement.

In consideration for payment of **One Dollar (\$ 1.00)** the Purchaser(s) to Agent as a non-refundable retainer fee and/or other valuable consideration, **The Buyer’s Agent of Nashville & Middle Tennessee** agrees to act as, and Purchaser(s) authorize Agent to act as, Purchaser(s)’ exclusive agent in Purchaser(s)’ effort to acquire real property which may or may not include certain improvements. If Purchaser(s) purchases and closes on a residence, real estate, and/or real property through **The Buyer’s Agent of Nashville & Middle Tennessee** this fee shall accrue to the buyer’s benefit at closing, otherwise it shall be non-refundable.

Agent’s authority as Purchaser(s)’ exclusive agent shall continue for a period of _____ days beginning on the _____ day of _____, 200____ and shall continue until the later of the _____ day of _____, 200____ or until completion of any transactions in progress as of that date.

1. **PRE-QUALIFICATION:** Purchaser(s) agree to furnish true and accurate personal and financial information and to authorize Agent to obtain standard credit information from credit bureaus to assist in pre-qualifying Purchaser(s).

2. **MULTIPLE OFFERS:** Purchaser(s) agree that if two separate clients of **The Buyer’s Agent of Nashville & Middle Tennessee** become interested in the same property, at or near the same time, whichever client makes the first offer to purchase the property will be allowed a reasonable amount of time to complete all negotiations related to that offer before the second client begins negotiating to purchase the property.

3. **COOPERATION/CONTRACT TERMS:** Purchaser(s) agree to assist and to cooperate fully in locating the desired real property by explaining Purchaser's/Purchasers' housing needs and desires to Agent. Purchaser(s) agree to abide by the terms of any lawful contract to purchase real estate that Purchaser(s) may enter into during the term of this Agreement.

4. **PROPERTY SEARCH:** Agent agrees to search diligently and vigorously to locate suitable real property and to show or offer to show properties which meet Purchaser(s)' requirements.

5. **NEGOTIATIONS:** Agent agrees to assist the Purchaser(s) in negotiating the purchase price, seeking a desirable loan, and obtaining insurance at a competitive rate.

6. **REPRESENTATION:** Agent agrees to represent the best interest of Purchaser(s), **AND NEVER ANY SELLER**, while serving in the capacity of Purchaser(s)' agent, and to assist with obtaining ownership of real property, financing, insurance coverage, and all other matters relating to the purchase of real property.

The Buyer's Agent of Nashville & Middle Tennessee shall not deny equal professional services to any person for reasons of race, color, religion, sex, handicap, familial status, or national origin and shall not be a party to any plan or agreement to discriminate against a person or persons on the basis of color, religion, sex, handicap, familial status, or national origin. Properties will be presented in compliance with federal, state, and local anti-discrimination laws.

7. **SIGNS/PHOTOS:** Purchaser(s) agree to allow Agent to place a sign on any property purchased for a period of 15 days from the date of closing. This sign may state in part that the property was purchased through **The Buyer's Agent of Nashville & Middle Tennessee**. Purchaser(s) agree to allow Agent to take photographs of the exterior of the property purchased for promotional purposes.

8. **HUD/VA FORECLOSURES:** If Purchaser(s) enter into a contract to purchase either a HUD or VA foreclosure property, Purchaser(s) authorize Agent to collect the fixed commission the government agency normally offers an agent handling/closing a transaction, and Purchaser(s) understand that it is illegal for Agent to give any portion of that fee to Purchaser(s) for use in buying the home, residence, real estate, and/or real property.

9. **RELOCATION BENEFITS:** If Purchaser(s) is/are receiving relocation benefits from Purchaser's/Purchasers' employer, Purchaser(s) agree to allow Agent to release non-sensitive and non-confidential information to the Purchaser(s)' employer or its representatives. Information released to the employer will include information normally required for reimbursement purposes.

10. **INFORMATION TO OTHERS:** Purchaser(s) agree that their name(s), address(es) and other information regarding their home buying transaction will be provided to **The Buyer's Agent of Nashville & Middle Tennessee**. Purchaser(s) agree that their name(s) and address(es) and other information necessary to originate a mortgage loan may be provided to lenders for the purpose of receiving information from those lenders regarding financing.

11. **COMPENSATION:**

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and are negotiable between the buyer and the broker.

A. Purchaser(s) shall be responsible for ensuring that **The Buyer's Agent of Nashville & Middle Tennessee** is compensated for the valuable services rendered with the following understandings:

i. Include in the contract/offer to purchase, a statement making the Purchaser(s)' offer to buy the property contingent on **The Buyer's Agent of Nashville & Middle Tennessee** receiving a fee derived from the proceeds of the transaction in an amount equal to 3% of the final purchase price to be paid to **The Buyer's Agent of Nashville & Middle Tennessee** at the time of closing on behalf of the Purchaser(s). **The Buyer's Agent of Nashville & Middle Tennessee** is receiving no compensation from the seller's representative.

ii. If Purchaser purchases a "for sale by owner", include in the contract/offer to purchase, a clause stating that a 3% commission, based upon the final purchase price of the property, shall be included and considered a part of the purchase price and be paid to **The Buyer's Agent of Nashville & Middle Tennessee** at the time of closing, on behalf of the Purchaser(s).

B. If Purchaser(s) enter into any oral or written agreement to purchase real estate, real property, or residence(s) between themselves and any seller, during the effective period of this agreement, and the Purchaser(s) fail to include the method of compensation agreed upon between **The Buyer's Agent of Nashville & Middle Tennessee** and the Purchaser(s), it is agreed **The Buyer's Agent of Nashville & Middle Tennessee** shall be compensated in the manner as outlined in 12A(ii).

C. If Purchaser(s), for a period of 180 days after the final expiration date of this agreement, enters into any agreement to purchase real estate, real property, and/or residence(s) which has been introduced or shown, or offered to be introduced or shown, to the Purchaser(s) by **The Buyer's Agent of Nashville & Middle Tennessee**, Purchaser(s) agree to compensate **The Buyer's Agent of Nashville & Middle Tennessee** at the time of closing of the transaction, in the same manner and amount as outlined in 12A(ii).

12. **CONSTRUCTION/REMEDIES:**

A. Construction. If for any reason any article, paragraph, term, and/or provision of this Agreement is determined to be invalid or in conflict with any existing or future law or regulation of a court or agency having valid jurisdiction, this shall not impair the operation of or affect the remaining portions, terms, and/or provisions of this Agreement. Any invalid articles, paragraphs, terms, and/or provisions shall be deemed not to be a part of this Agreement.

B. Governing Law. The validity, construction, interpretation, and enforceability of this Agreement and the capacity of the parties shall be determined and governed by the laws of the State of Tennessee.

C. Rights and Remedies. Either party may, at its option, elect to institute and prosecute proceedings in any court of competent jurisdiction in the County of Davidson, State of Tennessee to obtain damages or to enjoin the other party as appropriate and to recover reasonable attorney's fees and cost of prosecuting such action if there is a substantial breach by either party of the terms and conditions of this Agreement.

13. **DISCLAIMER:** It is agreed that **The Buyer's Agent of Nashville & Middle Tennessee** and its licensed real estate agents are not building inspectors, attorneys, or licensed accountants. If assistance is needed in these areas then an expert should be contacted. Purchaser(s) understand that such other professional service providers are available to render advice or services to Purchaser(s), if desired, at Purchaser's/Purchasers' expense.

I/we have made an informed decision and hereby engage the services of **The Buyer's Agent of Nashville & Middle Tennessee** to represent us in the purchase of real property under the terms outlined in this Agency Agreement. I/we have been advised of the various ways **The Buyer's Agent of Nashville & Middle Tennessee** can be compensated for representing our interest and we have chosen to compensate **The Buyer's Agent of Nashville & Middle Tennessee** in the manner(s) indicated above.

Broker

Date

Agent

Date

Purchaser

Date

Purchaser

Date