



**Connecticut law prohibits a real estate broker or salesperson from representing or negotiating on behalf of a buyer unless a buyer signs a written agreement to allow the broker or salesperson to act on the buyer's behalf.**

**You, the Buyer(s), represent that you have not signed any exclusive representation authorizations or agreements that are currently in effect with any other broker or brokerage firm covering the same geographical area and/or type of property stated in this Authorization.**  
Buyer's initials \_\_\_\_\_

**Appointment.**

You, the Buyer(s) \_\_\_\_\_ grant us,  
(company) \_\_\_\_\_ (broker/agent) an

EXCLUSIVE RIGHT OF REPRESENTATION - You agree to be represented by the broker for all transactions for a specific period of time. You will tell us about all past and current contacts with any real property or any other real estate agents and refer all leads or information about the Property to us.

**Property and Area**

This authorization is limited to  Residential  Multi-Family  Land  Commercial  Other  
in the following area(s) \_\_\_\_\_

**Term of Authorization**

This authorization is in effect from \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_, inclusive.

**Broker's Duties**

1. We will attempt to locate the property.
2. We will negotiate on your behalf for terms and conditions agreeable to you.
3. We will assist you in the purchase or exchange of the property.
4. We will act in your interest regarding the location and purchase or exchange of the property.

**Buyer's Duties**

1. You will cooperate with us and be reasonably available to examine real property.
2. Upon request, you will give us financial and personal information regarding your purchase abilities and needs.
3. Questions concerning the legal title of property, tax considerations, property inspection, engineering, or the uses or planned uses of neighboring properties should be referred to your attorney, tax advisor, building inspector or appropriate governmental agency.

**Other Terms and Conditions**

1. You understand and agree that we may also become a seller's agent for the property. In that event we would become dual agents, representing both you and the seller. If this situation should arise, we will promptly disclose all relevant information to you and discuss the appropriate course of action to take under the circumstances. We will also discuss a dual agent consent agreement with you and present a statutory form of such an agreement for your review and signature.
2. You agree that we may represent other buyers.
3. We may share and disclose non-confidential information about you with other agents and sellers who offer real property to us.
4. The provisions of paragraph 3 notwithstanding, the Buyer authorizes the broker to deliver prequalification, preapproval and commitment letters as requested by the Seller or the Seller's agent.
5. This Authorization is binding upon and shall inure to the benefit of you and us, and each of our heirs, administrators, executors, successors and assigns. You may not assign this Authorization.
6. You agree to pay any costs and attorney's fees which we may incur to collect any monies due us under this Authorization.
7. This Authorization may be modified, waived or discharged only by a written agreement signed by the parties.
8. You will advise us immediately if you execute an exclusive buyer representation agreement or authorization with any other firm.
9. You acknowledge receipt of this Authorization.

**NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMPENSATION IS NOT FIXED BY LAW. IT IS SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN YOU AND THE BROKER.**

**Additional Provisions**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Fees**

In consideration of the services provided hereunder, you agree to pay us the fee(s) checked below. **(ANY SECTION NOT FILLED IN IS INAPPLICABLE).**

**Retainer Fee**

- 1. You will pay us a non-refundable retainer fee of \$ \_\_\_\_\_, due and payable when you sign this Authorization.
- 2. We \_\_\_\_\_ will \_\_\_\_\_ will not apply this retainer fee toward the payment of any professional service fee that we earn under this Authorization, to cover expenses.

**Professional Service Fee**

- 1. You will pay us a professional service fee of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price of the Property purchased by you, or the value of the Property obtained by you in an exchange. ***You hereby authorize and instruct us to request and the Broker will make every effort to obtain payment of all or any part of this fee by the seller of the property and/or compensation offered by the Seller's listing agency. However, you are obligated to pay our professional services fee if it is not paid by others.*** If the seller or listing agency offers us a professional service fee in excess of the amount stated in this Section, you agree that we may accept that amount as our fee. Payment of our professional service fee shall be no later than the date on which title to the real property transfers to you.
- 2. We earn the professional service fee if you enter into a contract for the purchase or exchange of real property during the term of this Authorization and all material conditions have been met or are subsequently met; or you are introduced to or take occupancy of real property during the term of this Authorization and obtain title to such property within \_\_\_\_\_ months after the expiration of the Agreement, provided, however, that no fee will be due and payable under this section if you sign an exclusive agreement or authorization with another real estate broker after the expiration of this Authorization.

**Lien Rights**

The Real Estate Broker may be entitled to certain lien rights pursuant to Subsection (d) of Section 20-325a of the Connecticut General Statutes.

**Fair Housing**

This Authorization is subject to the Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions (C.G.S. Title 46A, Chapter 814c).

**IT IS UNLAWFUL UNDER FEDERAL AND/OR STATE LAW TO DISCRIMINATE ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, SEX, SEXUAL ORIENTATION, MARITAL STATUS, AGE, LAWFUL SOURCE OF INCOME, LEARNING DISABILITY, MENTAL RETARDATION, FAMILIAL STATUS, AND MENTAL OR PHYSICAL DISABILITY.**

**Use of Electronic Record.** The parties agree that they may use an electronic record, including fax or e-mail, to make and keep this Agreement. Either party has the right to withdraw consent to have a record of this Agreement provided or made available to them in electronic form, but that does not permit that party to withdraw consent to the Agreement itself once it has been signed. A party's agreement to use an electronic record applies only to this particular real estate transaction and not to all real estate transactions.

For access to and retention of faxed records, there are no special hardware or software requirements beyond access to a fax machine or fax modem and accompanying software connected to a personal or laptop computer. For access to and retention of e-mail records, you will need a personal or laptop computer, Internet account and e-mail software.

The Buyer's Agent wishes to use

Fax machine. fax number is: \_\_\_\_\_  E-mail. E-mail address is: \_\_\_\_\_

The Buyer wishes to use

Fax machine. fax number is: \_\_\_\_\_  E-mail. E-mail address is: \_\_\_\_\_

Each party will promptly inform the other of any change in E-mail address or fax number in writing.

REALTOR® FIRMNAME

\_\_\_\_\_

BUYER \_\_\_\_\_

By: \_\_\_\_\_

BUYER \_\_\_\_\_

Street Address \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

City, State, Zip \_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_

Telephone

Telephone

\_\_\_\_\_

\_\_\_\_\_

Date

Date