

BUYER/TENANT REPRESENTATION AGREEMENT (short form – no intermediary)

USE OF THIS FORM BY PERSONS WHO ARE NOT SUBSCRIBERS OF UNLOCK MLS IS NOT AUTHORIZED.

1. **PARTIES:** The parties to this Buyer/Tenant Representation Agreement (this “Agreement”) are:

Client: _____

Address: _____

Phone: _____ E-Mail: _____

Broker: _____ Broker's Associate: _____

Address: _____

Phone: _____ E-Mail: _____

2. **DEFINITIONS:** “Market Area” means the State of Texas, limited to the following: _____. “Acquire” means to purchase or lease. “Closing” in a sale transaction means the date title is conveyed, and in a lease transaction means the date landlord and tenant enter into a lease.
3. **APPOINTMENT:** Client appoints Broker as Client's exclusive agent to acquire property in the Market Area.
4. **TERM:** This Agreement begins _____, 20__ and terminates at 11:59 P.M. on _____, 20__.
5. **BROKER'S OBLIGATIONS:** Broker will use commercially reasonable efforts to assist Client in acquiring property in the Market Area, including negotiation of the transaction terms; and will comply with all applicable law and this Agreement.
6. **COMPETING CLIENTS:** Client acknowledges that Broker may represent other clients seeking properties that may be of interest to Client. Client agrees that Broker may represent such parties with respect to the same properties that Broker shows Client. Broker will not disclose the confidential information of one client to another. Broker shall remain neutral in presenting offers from multiple clients on the same property.
7. **BROKER'S COMPENSATION:**
= = **BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE** = =
- A. **Compensation.** The compensation for Broker's services, (the “Compensation”) will be (*choose one on each line*):
(1) in the event of a purchase: (a) 3 % of the purchase price; or (b) \$ _____.
(2) in the event of a lease: (a) _____ % of one month's rent, or (b) _____ % of all rent to be paid over the lease term.
- B. **Source of Compensation and Payment.** Broker and Client shall seek the Compensation from the seller, landlord, or their broker and Client shall pay only the balance. The Compensation is earned and payable at Closing. Broker may not receive compensation from any source that exceeds the amount or rate agreed to with Client.
- C. **Protection Period:** Not later than 10 days after this Agreement ends, Broker may send Client a notice identifying the properties called to Client's attention during this Agreement. If Client or a relative of Client Acquires an identified property within 90 days after the notice, Client will pay Broker, at Closing, the amount Broker would have received if this Agreement were still in effect, less any amount paid to another broker in connection with such property.
8. **NO REPRESENTATIONS – INSPECTION RECOMMENDED:** Broker makes no representations regarding the condition or value of any property and recommends that any offer be conditioned on a professional inspection.
9. **ADDENDA:** Client acknowledges receipt of the form entitled “Information About Brokerage Services.” Addenda which are attached and made a part of this Agreement include: _____.
10. **DISPUTES:** The parties agree to negotiate in good faith to resolve any dispute related to this Agreement. If a dispute cannot be resolved by negotiation, the parties will share the costs of mediation before a mutually acceptable mediator prior to resorting to litigation. The prevailing party in litigation shall recover its reasonable attorney's fees and costs.
11. **FAIR HOUSING:** Broker's services are provided without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances may provide for additional protected classes.

BROKER

CLIENT

Broker's printed name

License No.

Client's signature
Lamar Brooks

Date

Broker's Associate's signature
Emily Cooke

License No.

Client's signature

Date