

REALIANT EXCLUSIVE BUYER REPRESENTATION AGREEMENT

This is a legally binding contract. If not understood, seek legal advice.

Buyer(s) _____ hereby retain **REALIANT, LLC** (Broker), through **TYLER OATTS** (Agent) to be the Exclusive representative of Buyer to identify and locate property of the type generally described below, or other property acceptable to Buyer, and to assist Buyer in negotiating terms and conditions acceptable to Buyer to purchase such property. The term of this agreement is from _____, 20____ until midnight on _____, 20____, (Term). If a contract to purchase property is executed by Buyer prior to the expiration of the Term, the Term shall extend until final disposition of the contract to purchase.

Property Type General Description. General Location: **Within 50 miles of Lexington, Kentucky.** Price Range: _____
(X)Residential (X)Multi-Housing (X)Commercial (X)Investment (X)Industrial (X)Farm (X)Vacant Land

Broker's Obligations/Agency. Broker agrees to use diligence in identifying property acceptable to Buyer and assisting Buyer in negotiating terms and conditions for the purchase, lease, option, or exchange of said property. Buyer acknowledges receipt of Agency Information for Consumers, which specifies the agency relationships that Broker, Agent, and other agents affiliated with Broker may engage in, and Buyer specifically consents to same.

Potential Dual Agency. A dual agency relationship occurs when the broker represents both the Buyer and Seller in the same transaction. Broker may represent both the Buyer and Seller as his clients, but only with written consent of both clients. Buyer acknowledges that dual agents are prohibited from disclosing confidential information of one of his clients, even to another client.

Compensation to Broker. Buyer agrees that Broker earns the agreed upon compensation when, during the term of this agreement, Buyer or any person acting on Buyer's behalf, acquires an interest in any property, or enters into an agreement to acquire a property, substantially conforming to the general description contained herein. Compensation to be paid to Broker is as follows:

A. For property NOT listed on the MLS, Broker will first seek compensation from Seller pursuant to a written agreement. If Seller refuses to enter into such agreement, Buyer agrees to pay Broker 3% of the purchase price.

B. For MLS-listed properties, Broker will seek compensation from the listing broker pursuant to the terms of the MLS of which the Broker is a participant. Compensation shall not be less than 3% of the purchase price.

Agent agrees to give 1% of purchase price back to the Buyer after closing when the commission is at least 3% to the Agent.

Buyer agrees to cooperate with Broker to secure this payment from Seller and/or of the fee, Buyer agrees to pay Broker the balance of the fee from the Buyer's own funds. Buyer understands and agrees that the payment of the Broker's fee in whole or in part by the Seller should not be construed to mean that Broker is an agent of the Seller,

Other Potential Buyers. Buyer understands that other potential buyers may consider, make offers on, purchase, lease, exchange, or otherwise acquire through Broker the same or similar properties as Buyer seeks to acquire. Buyer consents to Broker's representation of such potential buyers before, during, and after the expiration of this Agreement.

Fair Housing Statement. Buyer understands that Federal Fair Housing Law prohibits discrimination in the sale, rental, appraisal, financing or advertising of housing on the basis of race, color, sex, creed, religion, national origin, handicap or familial status. Buyer acknowledges receipt of a copy of the brochure entitled, "**What Kentucky's Fair Housing Law Means**" from Broker.

Sex Offender Registry. Kentucky's Megan's Law establishes a registry of certain convicted sex offenders. The registry can be found at <http://ksporsor.state.ky.us/>. Broker has no obligation to determine if any sex offender resides near a property in which Buyer is interested.

Notice to Cancel. Broker may cancel this agreement with ten (10) days written notice and without cause.

Indemnification. Buyer recognizes that Broker is relying on information provided herein or supplied by Buyer and agrees to indemnify and hold harmless the Broker and Broker's agents and employees from any claims, demands, suits, liabilities, costs, and expenses (including reasonable attorney fees) arising out of the misrepresentation or concealment of facts by the Buyer.6

Sole Contract. The parties agree that this constitutes their entire agreement and that no oral or implied agreement exists. Any amendments to this contract shall be made in writing, signed by all parties and shall be attached to the original agreement.

Buyer's Acknowledgment. Buyer acknowledges receipt of a copy of this agreement.

BUYERS INITIALS **BUYERS INITIALS**

Buyer Signature: _____

Buyer Signature: _____

Print Name: _____

Print Name: _____

Date/Time: _____

Date/Time: _____

Agent Signature: _____

Print Name: _____

Date/Time: _____