



EXCLUSIVE BUYER BROKERAGE SERVICES AGREEMENT

Goodwood Realty | Buyer Representation Agreement

This is a legally binding contract; if not understood, seek competent advice before signing.

Broker's fees and commissions are fully negotiable and are not fixed, controlled, recommended, or suggested by law or any multiple listing service or association of REALTORS®.

This Exclusive Buyer Representation Agreement ("Agreement"), including attached appendices, is by and between the following parties ("Parties"):

BUYER (PRINT NAME)	DESIGNATED AGENT (PRINT NAME)
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BUYER (PRINT NAME)	DESIGNATED AGENT (PRINT NAME)
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1. PURPOSE

Broker hereby appoints and accepts the above named Designated Agent ("Broker") and Buyer accepts the above named Broker ("Broker") to act as Buyer's exclusive real estate broker and agent to assist Buyer in locating and negotiating the Purchase ("Purchase") of immovable property in the State of Louisiana ("Property").

2. DEFINITIONS

For purposes of this Agreement, the following terms shall include and be assigned the following meaning:

- A. "Broker": Both the above referenced Broker and Designated Agent unless the context means otherwise.
- B. "Buyer": Persons who sign this Agreement as a Buyer whether in their personal or professional capacity.
- C. "Purchase": Acquisition by purchase, exchange, or bond for deed, or to obtain or acquire an option to purchase.

3. EXCLUSIVE AGREEMENT

Buyer is not currently contracted exclusively with another Broker for the same or similar Purpose as set forth in this Agreement. Please initial.

_____ I am not currently in communication or in an agency relationship with another agent or brokerage firm and I have never entered into or terminated, in writing, any exclusive representation agreement with any other agent or brokerage firm.

_____ I am currently party to a non-exclusive representation agreement.

_____ I was previously under representation, or signed a single-property showing or viewing agreement, with another agent or brokerage firm, but I am not currently bound by that or any other exclusive representation agreement (it has been terminated, expired, or otherwise ended). If compensation may still be owed on any property as a result of that prior agreement, those properties are listed below.

This statement pertains to the potential for compensation obligations related to properties listed below, and does not imply ongoing representation.

PROPERTIES (IF APPLICABLE)

4. AGENCY

All Parties acknowledge and agree that this Agreement creates an agency relationship between the Buyer and Broker pursuant to La. R.S. 9:3891, et seq. whereby the Broker owes the Buyer certain duties pursuant to applicable law and this Agreement.

5. APPOINTMENT OF BUYER'S DESIGNATED AGENT

- A.** Designated Agent. Broker designates, and Buyer accepts the above named Designated Agent as "Designated Agent" as that term and duties are defined by and set forth in La. R.S. 9:3891, et seq.
- B.** Ministerial Acts. The Broker, their agent, or their staff member, employee, or independent contractor may perform ministerial acts to support or assist Buyer or Designated Agent on Buyer's behalf and the performance of such acts does not make any such person the Designated Agent of the Buyer. These ministerial acts may include, but are not limited to conducting property tours, drafting documents, attending closings, etc.

6. DUTIES OF BROKER/DESIGNATED AGENT

- A.** Assist in locating a property or properties acceptable to Buyer.
- B.** In accordance with La. R.S. 9:3893 and pursuant to this Agreement, Broker shall:
 - (i)** Draft, negotiate, and complete a written Purchase agreement(s) on behalf of Buyer.
 - (ii)** Negotiate the Purchase of Property or Properties on terms acceptable to Buyer.
 - (iii)** Promote the best interests of the Buyer by doing the following:
 - (a)** Seek a transaction or transactions at a price and upon terms acceptable to Buyer.
 - (b)** Timely present all offers to and from the Buyer.
 - (c)** Timely account for all money and property received in which the Buyer has, may have, or should have had an interest.
- C.** Exercise reasonable skill and care in the performance of brokerage services.
- D.** Perform the terms of this Agreement.
- E.** The Broker shall owe the Buyer no other duties than what is set forth in this Agreement or required by law.

7. DUTIES OF BUYER

Buyer shall have all duties pursuant to this Agreement:

- A.** Work exclusively with the Broker during the term of this Agreement if said Agreement is an exclusive representation.
- B.** Inform other brokers, salespersons, and sellers with whom Buyer may have contact that Broker exclusively represents Buyer for the purposes of the Purchase of Property and refer all such persons to Broker.
- C.** Timely comply with the reasonable requests of Broker to supply needed information or data necessary to complete the Purchase of the Property.
- D.** Cooperate with Broker in scheduling Buyer visits of available properties at reasonable times and attend any scheduled visits.
- E.** Investigate and conduct due diligence regarding any matter of interest or concern in which Buyer becomes interested during or before the Purchase of Property.
- F.** Seek independent expert advice with respect to construction, insurance, surveys, titles, inspections, appraisals, finance, mold or hazardous substances, termites, insects, law, or any matter of concern to Buyer.
- G.** Read this Agreement and any other documents requested to sign throughout the Purchase of Property and consult the attorney of your choice to answer any questions about this Agreement or any of these documents.

8. ACKNOWLEDGMENTS

Broker and Buyer acknowledge and agree as follows:

- A.** Neither Designated Agent nor Broker shall have any obligation to search out properties beyond those that come to the attention of Designated Agent in the ordinary course of Designated Agent's business.
- B.** Broker or any licensee of the Broker may show Property in which Buyer is interested to other prospective buyers.
- C.** Broker is not responsible to monitor or supervise any portion of any construction or repairs to property as such tasks fall outside the scope of "real estate activity" as defined by the Louisiana Real Estate Licensing Law.
- D.** Buyer shall be responsible for complying with the duties and deadlines contained in any document or agreement entered by Buyer.
- E.** Broker and Designated Agent are being retained solely as real estate agents, as defined by La. R.S. 37:1431. The Broker shall owe Buyer no other duties than what is set forth in this Agreement or required by law, and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, mold or air quality expert, home inspector, solar panel expert or other professional service provider. Broker can counsel on real estate matters, but if Buyer desires legal advice, Buyer is advised to seek legal counsel. The Buyer is advised to seek appropriate professional advice concerning the property condition, financing, tax, title insurance, property insurance, and legal matters. Further Broker may provide a service provider's name or contact information to assist Buyer in this transaction, but any such information is not an endorsement, guarantee or warranty as to the quality, cost and/or timeliness of the services to be provided or to the level of satisfaction derived from said services. Buyer is advised to independently investigate all options for service providers and consider whether any service provider will work effectively with Buyer. Buyer is free to reject any provided service provider for any or no reason.

9. COMPENSATION

Broker’s compensation (i.e., fees, commissions, and/or bonuses) is fully negotiable and is not fixed, controlled, recommended, or suggested by law or any multiple listing service or association of REALTORS®.

A. Buyer Broker Compensation. Buyer agrees to compensate the Broker as provided below, if the Buyer or any party on behalf of the Buyer, Purchases Property during the term of this Agreement, any extension of this Agreement, or as further explained below, which is referred to as “Compensation” in this Agreement. Initial all that apply, and complete all blanks that apply:

- ☐ (i) 3% (three) percent of Sales Price of Purchased Property
- ☐ (ii) Other: _____ (state with specificity)

When there is a conflicting agreement of compensation found in an addendum to this contract for services, the agreement in the addendum shall supersede any other agreements to compensate found herein. Should there be multiple addenda, the addendum with the most recent date shall supersede all others.

B. Buyer Agent Payment. Buyer authorizes Broker to negotiate, and Broker shall accept, any payment, commission, fee, or the like (“Buyer Agent Payment” or “BAP”) that a Seller or Listing Broker contributes to the Buyer’s obligations to the Buyer Broker in connection with Buyer Purchasing a Property as contemplated herein. BAP, regardless of source, may not exceed Compensation as set forth in this Agreement or any related amendments, modifications or addendum.

- (i) BAP is Equal to Compensation: In the event BAP is equal to Compensation, and Buyer proceeds with a Purchase, then Buyer’s obligation to pay Broker Compensation under 9.A. shall be entirely satisfied by the BAP.
- (ii) BAP is Less than Compensation: In the event BAP is less than Compensation and Buyer proceeds with a Purchase, Buyer shall be obligated to pay Broker the difference between Compensation and BAP.
- (iii) BAP is not offered: Buyer acknowledges that BAP is not guaranteed nor required to be offered by a Seller or Listing Broker in connection with the sale of a Property. In the event no BAP is offered for a Property, and Buyer proceeds with a Purchase, then Buyer’s obligation to pay Broker Compensation under 9.A. shall remain as set forth therein.

10. TERM OF AGREEMENT

A. Term. This Agreement shall begin on the start date below and terminate at midnight on the termination date below.

AGREEMENT START DATE	TERMINATION DATE (MIDNIGHT)
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B. Automatic Extension. However, if during the term of this Exclusive Buyer Brokerage Services Agreement, an agreement to purchase and sell is executed, then in that event the parties hereto agree that this Exclusive Buyer Brokerage Services Agreement, including the Compensation set forth herein due to Broker, shall automatically extend the effective date of this Exclusive Buyer Brokerage Services Agreement for an additional period of time to include the closing date of the purchase agreement, or any applicable extension(s).

11. TERMINATION

Buyer may terminate this Agreement at any time, subject to approval from Broker, by providing written notice to Broker, however, Buyer's obligation to pay the Compensation shall survive termination of this Agreement but only to the extent that any Compensation is earned and owed under the terms of this Agreement. Broker may terminate this agreement at any time by providing written notice to Buyer in which case the Buyer will be released from all further obligations under this Agreement.

12. DUAL AGENCY

Buyer acknowledges that Broker, Designated Agent, or any licensees sponsored by Broker may represent sellers of certain properties as a listing agent and these properties may be of interest to Buyer. Buyer authorizes the Broker to bring any such properties to Buyer's attention. If a dual agency relationship (as defined by La. R.S. 9:3891 and set forth in La. R.S. 9:3897) exists, Broker and Designated Agent shall comply with all applicable laws, rules and regulations related thereto, including the requirement that Buyer provide informed written consent.

13. LIMITATION OF BROKER LIABILITY

Buyer shall hold Broker, Designated Agent, and any licensee, independent contractor, or employee of Broker harmless from any and all claims, causes of action, or damages arising out of or relating to any of the following:

- A.** Inaccurate information or incomplete information, or both, provided to Buyer by Broker, Designated Agent, and any licensee, independent contractor, or employee of Broker, unless the information was known or should have been known to be false, as contemplated by La. R.S. 9:3893(D).
- B.** Deposit funds or other money handled or held by anyone other than the Broker, Designated Agent, or any licensee, independent contractor, or employee of Broker.
- C.** Injury or damage to Property viewed or visited pursuant to this Agreement or the loss of tangible or intangible property which occurred, or is believed to have occurred, in connection with viewing or visiting a Property pursuant to this Agreement.
- D.** Injury to persons sustained while any Property is viewed or visited pursuant to this Agreement or injury of persons attributed to visiting or viewing a Property pursuant to this Agreement.

14. MISCELLANEOUS

- A.** This Agreement constitutes the sole and entire Agreement between the Parties. This Agreement may not be modified or changed except by written instrument executed by the Buyer(s) and Broker, and it shall be construed, interpreted, and applied according to the laws of the State of Louisiana.
- B.** This Agreement and any supplemental addendum or modification relating hereto, including any photocopy, facsimile, or electronic transmission thereof, may be executed in two or more counterparts, all of which shall constitute one and the same Agreement.
- C.** If more than one person is named as Buyer herein, separate matching Agreements may be executed by each Buyer individually, and when so executed, the copies taken together shall be deemed to be a full and complete Agreement between the Parties.
- D.** Failure of any party to strictly follow the terms of this Agreement does not waive the right of any party to later insist that the Agreement be strictly followed.
- E.** If any provision of this Agreement or its application is held invalid or not applicable, this does not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application thereof.

15. FAIR HOUSING

The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), prohibits housing discrimination by real estate firms and homeowners. It is illegal to discriminate against any person because of race, color, religion, sex, familial status, disability, or national origin. A Buyer has the right to legal action if Seller refuses to sell for discriminatory reasons.

16. WIRE FRAUD

Buyer should never transmit nonpublic personal information, such as credit or debit card, bank account or routing numbers, by email or other unsecured electronic communication. There are numerous e-mail phishing scams that involve fraudulent requests to wire funds in conjunction with a real estate transaction. If Buyer receives any electronic communication directing the transfer of funds or to provide nonpublic personal information, even if that electronic communication appears to be from Broker or Designated Representative, do not respond. Such requests, even if they may otherwise appear to be from Broker, could be part of a scheme to defraud Buyer by misdirecting the transfer of funds or using Buyer or Broker's identity to commit a crime. If Buyer should receive wiring instructions via electronic means that appear to be from a legitimate source involved in Buyer's real estate transaction, Buyer should verify - using contact information other than that provided in the communication - that the instructions were sent by an actual representative of the requesting company. Conversely, if Buyer has provided wiring instructions to a third party, it is important to confirm with the representative of said company that the wire instructions are not to be substituted without Buyer's verified written consent. When wiring funds, never rely exclusively on an e-mail, fax or text communication.

17. ELECTRONIC COMMUNICATIONS

Parties consent to the use of electronic documents, electronic document transmission, and the use of electronic signatures for this Agreement and any addendum or modification thereto, including but not limited to any notices, requests, claims, demands, or other communications pertaining to the Agreement and will treat these as originals.

18. SURVEILLANCE

Buyer is advised that Properties they enter may have both audio and video surveillance. Broker advises Buyer to be aware of possible surveillance and conduct any and all communications about the potential Property, or otherwise confidential communications regarding any topic, offsite.

19. OTHER TERMS

OTHER TERMS

This Goodwood Realty Exclusive Buyer Brokerage Services Agreement is made by the undersigned Broker, Designated Agent, and Buyer effective as of the date of the last signature set forth below.

SIGNATURES

BUYER SIGNATURE	DATE
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BUYER SIGNATURE	DATE
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DESIGNATED AGENT SIGNATURE	DATE
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BROKER SIGNATURE	DATE
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