



The Keyes Company

Buyer Representation Agreement

Keyes Commercial

James Hawkins
2121 SW 3rd Avenue 3rd Floor
Miami, FL 33129
786.581.7990

This Buyer Representation Agreement dated _____, 20___, by _____, ("Client"), with an address of _____ and **The Keyes Company ("Broker")**.

1. **REGISTERED PROPERTIES.** Broker will show Client the following properties ("Property"):
 - 1.1. Properties are to be submitted subsequently via email to _____
 - 1.2. _____
 - 1.3. _____
 - 1.4. _____
 - 1.5. _____
 - 1.6. _____
 - 1.7. _____
 - 1.8. _____
2. **REPRESENTATION.** Client provides Broker with the exclusive right and authority to conduct the negotiations relating to the Property's purchase.
3. **COMPENSATION.** If Client purchases a Property then Broker shall be paid a Commission from the seller of the Property, provided however, if the Commission is less than 3 %, then Client shall pay the difference to Broker. Client shall pay Broker a transaction fee in the amount of \$399 if Client purchases a Property.
4. **BROKER'S AGREEMENT.** Broker agrees:
 - 4.1. To seek property at a price and on terms acceptable to Client;
 - 4.2. To present in a timely manner all written offers or counteroffers to and from the Client;
 - 4.3. To disclose to Client all material facts related to property of which Broker has actual knowledge;
 - 4.4. To maintain the confidentiality of all matters identified as confidential by Client; and
 - 4.5. To exercise ordinary care and comply with all applicable laws and regulations.
5. **CLIENT'S AGREEMENT.** Client agrees:
 - 5.1. To work exclusively with Broker in the purchase of the Property;
 - 5.2. To comply with the requests of Broker to supply financial or personal data required to purchase the Property;
 - 5.3. To involve Broker in any discussions regarding the Property; and
 - 5.4. To conduct all negotiations regarding the Property solely through Broker.
6. **TERM.** This Agreement will terminate 3 months hence ("**Term**").
7. **TERMINATION OF AGREEMENT.** Prior to expiration of the Term either party may terminate upon 5 day written notice, if it is reasonably and conclusively determined that the other party has committed:
 - 7.1. An act or omission which constitutes "Cause" which means criminal conduct; or
 - 7.2. A material breach of this Agreement which remains uncured after 10 business days' written notice.
8. **PROTECTION PERIOD.** If within 1 year of the termination of this Agreement, Client purchases a Registered Property, then Client shall owe Broker a Commission in the amount of 3% of the purchase price.
9. **BROKERAGE RELATIONSHIP.** Client authorizes Broker to operate as:
 - 9.1. _____ single agent of Client.
 - 9.2. transaction broker.
 - 9.3. _____ single agent of Client with consent to transition into a transaction broker.
 - 9.4. _____ non-representative of Client.
10. **MISCELLANEOUS.**
 - 10.1. For purposes of this Agreement, the term "purchase" shall also include any lease, option, exchange, or other acquisition of an ownership or equity interest in the Property.
 - 10.2. Broker may work with other prospective buyers who desire to acquire the Property.
 - 10.3. Any dispute between Client and Broker will be mediated.
 - 10.4. This Agreement shall be applicable to the affiliates, subsidiaries and assignees of Client.
 - 10.5. Properties listed by Client in attached "Exhibit A: Properties to be Excluded" shall be excluded from this Agreement.

Client:

Broker: The Keyes Company

BY: _____

BY: _____

Sales Associate

BY: _____

BY: _____

Manager

