

we find the house, you make it home.

A buyer's agent will always be by your side ensuring a seamless and successful homebuying experience.

Homeownership is the American dream. Buying a home is one of the largest purchases you'll make in your lifetime, and the support of a buyer's agent is invaluable. We provide expertise, peace of mind, and professional insights to help you make the best decision. Here are some benefits of using a buyer's agent:

Expert negotiation skills

Our goal is to find your perfect home and get the best price on "the one." Equipped with market knowledge and real estate expertise, buyer's agents negotiate the best possible terms, potentially lowering the purchase price and advising on competitive offers in a seller's market.

Market experts

As the only brokerage in Michigan that has an inhouse research team, our agents are experts in the local and state housing markets, as well as what's happening nationally, with real-time data of market trends and pricing.

Access to listings

Our First to Know Listings Alerts program notifies you about new homes on the market within minutes of being added to the Multiple Listing Service (MLS). Our statewide network of 90 offices and over 2,000 agents, provides me with access to new listings before they reach the open market, giving you a competitive advantage.

Efficiency and convenience

Managing the logistics of home buying—from scheduling viewings to coordinating with various parties—can be time-consuming and stressful. A buyer's agent streamlines these processes, making your experience easy and efficient.

Worry-free paperwork

Real estate transactions come with legal complexities. Your agent ensures compliance with legal standards and handles the paperwork involved with the home offer, while meeting all deadlines.

Guidance

Navigating the many steps of buying a home, from financing to closing, requires expert guidance. Your agent will provide professional advice to help you make strategic decisions throughout the process including mortgage and homeowner's insurance with our one-stop shop, HomeSuite.





EXCLUSIVE DESIGNATED BUYER AGENCY CONTRACT

Real Estate One, Inc. _____ Buyer Name: _____
 Address: _____ Buyer Name: _____
 _____ Buyer Address: _____

This Exclusive Designated Buyer Agency Contract ("**Contract**") is made and entered into by and between _____ and _____ Buyer (collectively the "**Buyer**"), and Real Estate One, Inc. ("**Broker**").

Buyer wishes to purchase, lease or otherwise acquire certain real property and Buyer wishes to engage Broker in the purchase, lease or other acquisition of certain real property. Broker is willing to help identify properties, negotiate and otherwise assist in the purchase, lease or other acquisition of real property.

Broker and Buyer agree as follows:

1. **DESIGNATED AGENCY:** Broker's licensee, _____, will serve as Buyer's Designated Agent for the term of this Contract. Buyer shall have an agency relationship with the Designated Agent named above and the following Supervisory Broker: _____. If a Seller is represented by a Designated Agent within any of the Real Estate One, Inc. Brokerages, other than the Designated Agent named above, each Designated Agent will continue to represent their respective clients. Broker, all Supervisory Brokers within the affected offices, and Dan Elsea, President, Brokerage Services, shall automatically be deemed disclosed consensual dual agents for that real estate transaction, unless otherwise designated. Buyer shall cooperate with Broker and execute appropriate documents in the event circumstances require the addition or subtraction of a Designated Agent from this Contract.
2. **TERM OF CONTRACT:** Buyer grants Broker the exclusive right and authority to negotiate for the purchase or other acquisition of real property identified during the term of this Contract, which shall begin on _____ and shall continue until midnight on _____. If, upon expiration of the Term, Buyer is in negotiations or has entered a contract to purchase a property during the Term, this Contract shall automatically extend until either negotiations fail or purchase closes, whichever occurs first.
3. **DESIGNATED AGENT'S ROLE:** As requested by Buyer, Designated Agent will:
 - A. Meet with Buyer to discuss property objectives, requirements, possession time schedule, financial capability, acquisition strategies and other purchasing factors.
 - B. Assist Buyer to locate and view property available for purchase by Buyer when such property is listed in a multiple listing service of which Designated Agent is a member.
 - C. Assist the Buyer in determining financing alternatives.
 - D. Assist the Buyer in obtaining available information, of a material nature, relative to desired properties.
 - E. Assist the Buyer in the process of identifying, negotiating, contracting, or otherwise acquiring property and in monitoring closing and processing time deadlines.
4. **BUYER'S ROLE:**
 - A. Buyer agrees to:
 - (1) Work exclusively with Designated Agent to:
 - i. view or preview any property with Designated Agent only and not with another real estate Broker, salesperson, builder or owner;
 - ii. allow Designated Agent to identify properties, negotiate and/or assist Buyer; and
 - iii. refer to Designated Agent all inquiries received in any form from any other real estate Broker, salesperson, builder, prospective Seller, or any other source during the term of this Contract.

Buyer's Initials _____ / _____

- (2) Assist Designated Agent to identify, negotiate and contract to purchase or otherwise acquire property and will:
 - i. provide Designated Agent with reliable information that Designated Agent deems necessary for the performance of this Contract including:
 - a. the general nature, location, and requirements of the property desired by Buyer;
 - b. the price range, and other terms and conditions desired by Buyer; and
 - c. financial information and written authorization to obtain verification of funds.

(3) Hold Broker, Supervisory Broker, Designated Agent and the Real Estate One, Inc. harmless from liability resulting from incomplete and/or inaccurate information Buyer provides to Designated Agent, including indemnification from all claims, damages, losses, expenses and liability arising from the handling of earnest money by anyone other than Broker, Supervisory Broker and Designated Agent.

- B. Buyer shall not rely on Designated Agent to determine the suitability of any property for Buyer's purposes or regarding the environmental or other condition of the Property. Buyer acknowledges and agrees that the purchase of real property encompasses many professional disciplines, and, while Designated Agent possesses considerable general knowledge, Designated Agent is not expert in matters of law, tax, financing, surveying, appraisal, structural conditions, infestation, hazardous materials, engineering, and other pertinent topics. Buyer acknowledges that he is advised by Designated Agent to seek professional expert assistance and advice in these and other areas of professional expertise at Buyer's expense and relieves Broker, Supervisory Broker and Designated Agent from any liability in such areas. In the event Designated Agent provides Buyer with names or sources for such advice and assistance, Buyer acknowledges and agrees that Designated Agent does not warrant or guarantee the services and/or products.
- C. Buyer may receive more than one disclosure form throughout a real property transaction. Buyer should read each disclosure with care and consider the relationship between him and the agent in the specific transaction. Buyer is responsible for protecting his own interests and should read carefully all Contracts to ensure that they adequately express his understanding of the transaction. Buyer should seek competent legal and financial advice as part of any transaction to protect his interests.
- D. Buyer represents that Buyer is not under contract with any other Brokerage representative and agrees not to enter any contracts with another Broker during the term of this contract.

5. BROKER COMPENSATION: Brokerage compensation is not set by law or any other party and are fully negotiable. Broker may not receive compensation for Brokerage services provided to Buyer from any source that exceeds the amount agreed upon herein or in a subsequent written agreement between Broker and Buyer. For its acquisition, negotiation and consultation services, Buyer agrees to pay Broker the following compensation for each property acquired by Buyer ("Broker Compensation"):

- A. In the event of a sale, Buyer shall pay Broker _____% of the gross sale price of the property with a minimum of \$_____ plus \$395.
- B. Any amounts paid to Broker by Seller or Listing Broker shall be credited against the Broker Compensation due from Buyer. The Broker's Compensation is due and payable by Buyer to Broker upon the consummation of Buyer's purchase of property. The party closing the purchase of property by Buyer is authorized to collect for and pay Broker the Broker Compensation, and to require Buyer to bring the Broker Compensation to closing as part of the funds to be collected. In the event that during the 180-day period following the expiration or termination of this Contract, Buyer purchases any property of which Buyer became aware during the term of this Contract, the Broker Compensation is immediately due and payable. If the transaction does not close because of any fault on the part of Buyer, the Broker Compensation shall be immediately due and payable.

6. AUTHORIZATION: Buyer hereby authorizes Designated Agent to negotiate with property owners, builders and persons working on their behalf. Buyer specifically directs Designated Agent to negotiate for full or partial payment of Broker's Compensation by the property owner or builder.

7. RETAINER FEE: Buyer has paid Broker a non-refundable retainer fee of \$_____ due and payable upon execution of this Contract. This retainer fee shall be credited against any compensation owed to Broker, pursuant to this Contract.

Buyer's Initials _____ / _____

- 8. TERMINATION:** Buyer and Broker may terminate this Contract by mutual consent of the parties in writing.
- 9. DEPOSIT:** Board of Real Estate Brokers and Salespersons Administrative Rule 313(6). 2002 AACRS, R339.22313(6) provides that any deposit for which both Buyer and Seller have made claim shall remain in the Broker's trust account until 1) Buyer and Seller have agreed, in writing, to the disposition of the deposit; 2) a civil action has determined to whom the deposit must be paid; or 3) the Broker has been allowed to interplead the deposit with the proper court. Buyer acknowledges and agrees that Rule 313(6) supersedes any inconsistent provision in a Purchase Contract.
- 10. BUYER'S INTEREST:** Buyer agrees that Designated Agent can share confidential information if Designated Agent deems that information necessary or appropriate to further Buyer's interests. Buyer also acknowledges that Designated Agent works for a large company with many affiliated licensees who, currently or in the future, may work with parties with adverse interests. Broker, Supervisory Broker, and Designated Agent will preserve any confidential information obtained during another agency relationship or in a prior or pending transaction or business relationship. Buyer acknowledges and agrees that the preservation of this confidential information shall not constitute a breach of any fiduciary duty owed to Buyer.
- 11. OTHER POTENTIAL BUYERS:** Buyer understands that other potential Buyers may consider, make offers on, or purchase through Designated Agent, the same or similar properties as Buyer seeks to acquire. Buyer consents to Broker's, Supervisory Broker's, and Designated Agent's representation of such other potential Buyers before, during and after the expiration or termination of this Contract.
- 12. POSSIBLE DUAL AGENCY:** A real estate licensee can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the Seller and Buyer. Dual Agency will occur when Designated Agent also represents the Seller in the purchase of a property. In this event, no confidential information furnished by the Seller or Buyer will be disclosed without express written permission and Designated Agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that Buyer will pay a price greater than the price offered. Designated Agent has the following affirmative obligations to both the Seller and Buyer in a dual agency situation:
- A. The duties of reasonable care, integrity, and honesty.
 - B. The provision of services to complete the transaction in a mutually beneficial manner.
 - C. Other duties to the Seller and Buyer as stated above and, in the Listing, and required Dual Agency Contracts.
- 13. LIMITED LIABILITY:** Under this Contract, the liability of Broker and its licensees shall be limited to an amount equal to the retainer fee paid pursuant to paragraph 7, or \$500, whichever is higher, and said sum shall serve as full liquidated damages.
- 14. LIMITATION:** Buyer and Broker agree that all claims or lawsuits between Buyer, Broker and/or its licensees must be filed no more than six (6) months after the date of termination or expiration of this Contract. The parties waive any statute of limitations to the contrary.
- 15. COSTS OF COLLECTION:** Buyer agrees to pay or reimburse Broker for all costs and expenses incurred in enforcing the terms of this Contract, including actual attorneys' fees, together with all other expenses incurred by Broker due to Buyer's default.
- 16. DISCRIMINATION PROHIBITED:** Discrimination by any party because of religion, race, color, national origin, age, sex, sexual orientation, gender identity, disability, familial status, or marital status, is prohibited. Local ordinance may provide additional protections.
- 17. SUCCESSORS AND ASSIGNS:** This Contract is binding upon, the parties hereto, their heirs, successors, administrators, executors, and assigns.

Buyer's Initials _____ / _____

18. TERMINOLOGY AND CAPTIONS: All pronouns, singular or plural, masculine, feminine or neuter, shall mean and include the person, entity, firm, or corporation to which they relate as the context may require. Whenever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The captions and paragraph headings hereof are for reference and convenience only and do not enter into or become a part of the context.

19. ENTIRE CONTRACT: This Contract constitutes the sole and entire agreement between the parties as to its subject matter and shall be construed under the laws of Michigan. No modification of this Contract shall be binding unless signed by all parties to this Contract. No representation, promise, or inducement not included in this Contract shall be binding upon any party hereto. In the event any portion of this Contract is found to be unenforceable, said clause shall be severed from the Contract and the remainder of the Contract shall remain in full force and effect.

20. COUNTERPARTS: This Contract may be signed in any number of counterparts with the same effect as if the signature of each counterpart were upon the same document.

21. ELECTRONIC COMMUNICATIONS: The parties agree that this Contract, any amendment or modification of this Contract and/or any written notice or communication in connection with this Contract may be delivered electronically. Any such communication shall be deemed delivered at the time it is sent. The parties agree that electronic signatures and initials shall be deemed valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

22. OTHER:

23. ACKNOWLEDGEMENT: Buyer has read and will receive a copy of the fully executed Contract.

Buyer

Dated: _____

Real Estate One, Inc.

By _____
Its Licensee

Dated: _____

Buyer

Dated: _____

Designated Agent Contact Information

Email address: _____

Telephone number: _____