

EXCLUSIVE BUYER REPRESENTATION AGREEMENT (BUYER AGENCY)

1 **Broker/Firm:** Hafner Real Estate

2 **Address of Firm:** 239 Veterans Pkwy Suite D, Murfreesboro, TN 37128

3 **Buyer:** _____

4 **1. TERM.**

5 For and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt
6 and sufficiency of which is hereby acknowledged, this Agreement is entered into on this _____ day of
7 _____, 20__ (“Effective Date”) by and between the undersigned
8 _____ (“Client” or “Buyer”) and Firm/Broker
9 of _____ (“Broker”), Broker shall act as
10 Client’s exclusive agent to locate property for Client’s purchase, lease, exchange or option (collectively “Purchase”)
11 during the term of this agreement, and to advocate the Client’s best interests in the negotiation of terms and conditions of
12 any such Purchase. This Buyer Representation Agreement (“Agreement”) begins on the Effective Date and terminates at
13 11:59 p.m. local time on _____, _____, or at the closing (or in the case of a lease, the date
14 of possession) of any Purchase under this Agreement, if such occurs earlier. If a contract to purchase, exchange, or lease
15 is signed before this Agreement expires, the term hereof shall continue until final disposition of the Purchase and Sales
16 Agreement, exchange agreement, or lease agreement.

17 **2. TYPE OF PROPERTY SOUGHT BY CLIENT.**

18 **A. General Description, Size and Location:**

21 **B. Price Range & Terms:** _____

22 **C. Sources to be Searched for Property:**

25 **D. Other Terms/Conditions:**

28 **E. Properties Specifically Exempted from this Agreement:**

31 **3. CLIENT DUTIES.**

32 Buyer agrees:

- 33 **A.** To Purchase property exclusively through Broker during the term of this Agreement;
- 34 **B.** To furnish Broker on a timely basis with any necessary personal and/or financial information to ensure Client’s ability
35 to Purchase;
- 36 **C.** That Client is not under an exclusive right to buy contract or exclusive buyer representation agreement with any other
37 agent at this time;
- 38 **D. Termination.** Should the Broker consent to release this Representation Agreement prior to the expiration of the term
39 of this Agreement or any extensions, Buyer agrees to pay all costs incurred by Broker or other amount as agreed to by
40 the parties as a cancellation fee, in addition to any other sums that may be due to Broker.

This form is copyrighted and may only be used in real estate transactions in which Joe Hafner is involved as a Tennessee REALTORS authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615-321-1477.



Copyright 2015 © Tennessee Association of Realtors®
RF142 – Exclusive Buyer Representation Agreement (Buyer Agency) Page 1 of 7

Version 08/17/2024

- E. **Carry-Over Clause.** Should the Buyer contract to buy or exchange, or contract to lease a property within 30 days after the expiration of this Agreement with any Seller/Landlord (or anyone acting on Seller's/Landlord's behalf) who has been introduced to the Buyer by the Broker, directly or indirectly, during the term hereof, as extended, the Buyer agrees to pay the compensation as set forth below. This carry-over clause shall not apply if the Buyer is subject to a buyer's representation agreement with another licensed real estate broker at the time of such contract.
- F. That Client has reviewed this Agreement and agrees with the terms herein.

4. COMPENSATION.

BROKER COMPENSATION IS NOT SET BY LAW AND COMPENSATION RATES ARE FULLY NEGOTIABLE.

- A. **Compensation for Broker's Services:** Broker shall be compensated an amount of \$_____ or _____% based on the total sale price in consideration of Broker's services as described herein.
- B. **Compensation from Seller:** Buyer authorizes Broker to negotiate with the Seller and/or the Seller's agent for this fee, the payment of which shall be fully disclosed to Buyer.
- C. **Difference:** In the event that the amount of any cooperating compensation paid by Seller or Seller's broker is less than the amount listed above, Buyer agrees to pay Broker the difference at closing.
- D. **Compensation if Buyer Leases:** In the event that Buyer leases a property in lieu of purchase, the Buyer agrees to pay Broker a total of \$_____ in compensation unless otherwise stated herein.
- E. **Cap on Compensation:** If Broker is an MLS participant, Broker shall not receive compensation from any source that exceeds the amount listed above.
- F. **VA Buyer:** In the event the buyer broker compensation herein is considered a non-allowable pursuant to VA guidelines and thus cannot be paid by Buyer, this obligation is waived by Broker.
- G. Broker's fee is earned at the signing by both parties of an agreement to purchase, lease, exchange or the exercise of an option for any property(ies) as described above and is due at the closing of any such transaction or upon possession of property unless otherwise stated herein. In the event that Buyer defaults on performance of a valid contract for sale, lease, exchange or exercised option, Broker's fee shall be due on the date of default. Buyer agrees to pay all reasonable attorney's fees together with any court costs and expenses which real estate firm incurs in enforcing any of Buyer's obligations to pay compensation under this Agreement. The parties hereby agree that all remedies are fair and equitable and neither party shall assert the lack of mutuality of remedies as a defense in the event of a dispute.
- H. The payment of any fee by Seller shall not make Broker either the Agent or Subagent of the Seller.
- I. If Client utilizes the services of another real estate broker or deals solely with a Seller's Agent or the Seller directly at any time during the effective period of this Agreement and/or any extensions thereof and then enters into an agreement with a seller/owner to Purchase any property(ies) described above, the Buyer still owes a commission to the Broker provided herein.

5. AGENCY.

A. Definitions

- 1. Broker.** In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and where the context would indicate, the Broker's affiliated licensees.
- 2. Agent for the Buyer.** The licensee's company is working as an agent for the Buyer, owes primary loyalty to the Buyer, and shall work as an advocate of the best interests of the Buyer. An agency relationship of this type cannot, by law, be established without a written buyer agency agreement.
- 3. Designated Agent for the Buyer.** The individual licensee that has been assigned by the Managing Broker and is working as an agent for the Buyer in this consumer's prospective transaction, to the exclusion of all other licensees in the company. Even if someone else in the licensee's company represents a Seller in whose property Buyer is interested, the Designated Agent for the Buyer shall continue to work as an advocate for the best interests of the Buyer. An agency relationship, by law, can only be established by a written agency agreement.
- 4. Facilitator/Transaction Broker (not an agent for either party).** The licensee is not working as an agent for either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be considered a representative or advocate of either party. By law, any licensee or company who has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.

- 91 5. **Dual agency.** The licensee has agreements to provide services as an agent to more than one (1) party in a specific
92 transaction and in which the interests of such parties are adverse. This agency status may only be employed upon
93 full disclosure to each party and with each party's informed consent.
- 94 6. **Adverse Facts.** "Adverse Facts" means conditions or occurrences generally recognized by competent licensees
95 that have a negative impact on the value of the real estate, significantly reduce the structural integrity of
96 improvements to real property or present a significant health risk to occupants of the property.
- 97 7. **Confidentiality.** By law, every licensee is obligated to protect some information as confidential. This includes
98 any information revealed by a consumer which may be helpful to the other party IF it was revealed by the
99 consumer BEFORE the licensee disclosed any agency relationship with that other party. AFTER the licensee
100 discloses that licensee has an agency relationship with another party, any such information which the consumer
101 THEN reveals must be passed on by the licensee to that other party. Buyer understands that there is a possibility
102 that sellers or sellers' representatives may not treat the existence, terms, or conditions of offers as confidential
103 unless confidentiality is required by law, regulation, or by any confidentiality agreement between the parties.

104 **B. Duties owed to all Parties to a Transaction.**

105 **Pursuant to the Tennessee Real Estate Broker License Act, every Real Estate Licensee owes the following duties**
106 **to every Buyer and Seller, Tenant and Landlord (collectively "Buyers" and "Sellers") unless otherwise**
107 **provided by law:**

- 108 1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction;
109 2. To disclose to each party to the transaction any Adverse Facts of which Licensee has actual notice or knowledge;
110 3. To maintain for each party in a transaction the confidentiality of any information obtained by a Licensee prior to
111 disclosure to all parties of a written agency agreement entered into by the Licensee to represent either or both
112 parties in the transaction. This duty of confidentiality extends to any information that the party would reasonably
113 expect to be held in confidence, except for information which the party has authorized for disclosure or
114 information required by law to be disclosed;
- 115 4. To provide services to each party to the transaction with honesty and good faith;
116 5. To disclose to each party to the transaction timely and accurate information regarding market conditions that
117 might affect such transaction only when such information is available through public records and when such
118 information is requested by a party;
- 119 6. To give timely account for earnest money deposits and all other property received from any party to a transaction;
120 and
- 121 7. (A) To refrain from engaging in self-dealing or acting on behalf of Licensee's immediate family, or on behalf of
122 any other individual, organization or business entity in which Licensee has a personal interest without prior
123 disclosure of such personal interest and the timely written consent of all parties to the transaction; and
- 124 (B) To refrain from recommending to any party to the transaction the use of services of another individual,
125 organization or business entity in which the Licensee has an interest or from whom the Licensee may receive a
126 referral fee or other compensation for the referrals, other than referrals to other Licensees to provide real estate
127 services, without timely disclosing to the party who receives the referral, the Licensee's interest in such referral
128 or the fact that a referral fee may be received.

129 **C. Duties Owed to Client.**

130 **In addition to the above, the Licensee has the following duties to Client if the Licensee has become an agent or**
131 **Designated Agent in a transaction:**

- 132 1. Obey all lawful instructions of the Client when such instructions are within the scope of this agency agreement
133 between the Licensee and the Buyer/Client;
- 134 2. Be loyal to the interests of the Client. A Licensee must place the interests of the Client before all others in
135 negotiation of a transaction and in other activities, except where such loyalty duty would violate Licensee's duties
136 to a customer in the transaction; and
- 137 3. Unless the following duties are specifically and individually waived in writing by a Client, Licensee shall assist
138 the Client by:
- 139 A. Scheduling all property showings on behalf of the Client;
- 140 B. Receiving all offers and counter offers and forwarding them promptly to the Client;

- C. Answering any questions that the Client may have in negotiation of a successful purchase within the scope of the Licensee's expertise; and
- D. Advising the Client as to whatever forms, procedures and steps are needed after execution of the purchase agreement for a successful closing of the transaction.

Upon Waiver of any of the above duties listed under subsection 4.C.3., the Client may not expect or seek assistance from any other licensees in the transaction for the performance of said duties.

- D. Agent Disclosure.** Pursuant to Tennessee Real Estate Commission Rule 1260-2-.36, Broker must disclose certain things to Client prior to the execution of this Agreement. Client hereby agrees that Broker has disclosed the following and that this Agreement constitutes written confirmation of same:

During the effective period of this Agreement:

1. Client should not contact listing agents directly and should make all arrangements to view and inspect property through Broker;
2. In the event Client comes into contact with a Seller's Agent(s) (for example, at an open house viewing), Client shall immediately inform the Seller's Agent(s) that Client is represented by Broker; and
3. If Client purchases property(ies) covered by this Agreement through another real estate licensee or a Seller's Agent(s) or directly from a Seller, Client understands that Client still owes a commission to the Broker as set forth in this Agreement.

E. Buyer's Authorizations.

1. **Default to Facilitator.** Buyer hereby authorizes Broker and Selling Licensee (agent working with Buyer) to default to Facilitator status (representing the interests of neither the Seller nor the Buyer) in any property showings, negotiations, or transactions in which the Broker may also have a representation agreement with the Seller who is also being assisted by the Selling Licensee. In such event, Agent shall immediately notify (verbally) both the Buyer and the Seller of the need to default to this Facilitator status and notification shall be confirmed in writing prior to the execution of the contract. As Facilitator, Broker and Broker's licensee may assist the parties and provide information in subsequent negotiations in that transaction. Upon any default to Facilitator status, the Broker and Broker's licensee must assume a neutral position and shall not be an advocate for either the Buyer or any prospective Seller.
2. **Resumption of Agency Status.** In the event that Broker and Selling Licensee default to a Facilitator status, this Facilitator status shall only be temporary. The Facilitator status shall only last until any transaction or contemplated transaction in which the parties are all represented by the Facilitator is resolved (either because the transaction is closed or the transaction or contemplated transaction is terminated or not accepted and no further negotiations occur between the parties). At that time, the Broker and Selling Licensee shall immediately revert back to their status as Agent for the Buyer.

6. CONFIDENTIALITY.

Information which the Buyer authorizes Broker and Broker's affiliated licensees to disclose which might otherwise be confidential:

7. EARNEST MONEY/TRUST MONEY.

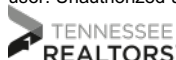
Broker is authorized to accept a deposit of earnest money/trust money to be applied to the purchase price for a property. Such deposit is to be held by Broker in an escrow or trustee account or forwarded to party authorized to hold said funds as set forth in an executed contract for purchase, lease, exchange or option agreement until disbursed in accordance with the terms of said agreement.

8. LIMITATIONS ON BROKER'S AUTHORITY AND RESPONSIBILITY.

Buyer acknowledges and agrees that Broker:

- A. May show the same properties to other prospective buyers;
- B. Is not an expert with regard to matters that could be revealed through a survey, title search, or inspection; the insurability of the property or cost to insure the property; for the condition of the property, any portion thereof, or any item therein; for any geological issues present on the property; for any issues arising out of the failure to inspect property prior to entering into an agreement to Purchase property and/or closing on property; for the

This form is copyrighted and may only be used in real estate transactions in which Joe Hafner is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615-321-1477.



necessity or cost of any repairs to property; hazardous or toxic materials; square footage; acreage; the availability and cost of utilities, septic, or community amenities; conditions existing off a property which may affect said property; proposed or pending condemnation actions involving the property; uses and zoning of a property, whether permitted or proposed; for applicable boundaries of school districts or other school information; termites and wood destroying organisms; building products and construction techniques; the tax or legal consequences of a contemplated transaction; matters relating to financing; for the appraised or future value of a property; etc. Buyer acknowledges that Broker is not an expert with respect to the above matters and is hereby advised to seek independent expert advice on any of these or other matters which are of concern to Buyer;

C. Shall owe no duties to Buyer nor have any authority to act on behalf of Buyer other than what is set forth in this Agreement and the duties contained in the Tennessee Real Estate Licensee Act of 1973, as amended, and the Tennessee Real Estate Commission Rules; and

D. May make all disclosures required by law and/or the National Association of Realtors® Code of Ethics.

E. **Hereby advises Buyer of the possibility that some properties may utilize security devices that record physical movements or audio conversations. Therefore, Buyers should limit making comments concerning the value, features, or condition while viewing any property.**

9. SANCTIONED FOREIGN BUSINESSES, GOVERNMENTS, AND NONRESIDENT ALIENS.

Buyer is hereby notified that Pursuant to Tenn. Code Ann. §66-2-301, et seq., a sanctioned nonresident alien, sanctioned foreign business or sanctioned foreign government or an agent, trustee, or fiduciary thereof shall not purchase or otherwise acquire real property in this state if the country where the sanctioned nonresident alien resides, the sanctioned foreign business is located, or the official sanctioned foreign government representing the country, or agents, trustees, of fiduciaries thereof is on the Office of Foreign Assets Control of the U.S. Department of Treasury's sanctions programs and country information list.

Buyer warrants Buyer is not a sanctioned nonresident alien as defined in Tenn. Code Ann. §66-2-301 and is not an agent, trustee, or fiduciary of a sanctioned foreign business or sanctioned foreign government as defined in Tenn. Code Ann. §66-2-301.

10. EXPERT ASSISTANCE.

While Broker and the Licensees associated with Broker have considerable general knowledge of the real estate industry and real estate practices, they are not experts in matters of law, tax, financing, square footage, home inspections, wood destroying organisms, surveying, structural conditions, geological issues, hazardous materials, engineering, etc. Client acknowledges Broker's advice to seek professional assistance and advice in these and other areas of professional expertise as needed. If Broker or licensees associated with Broker provide names or sources to Client for such advice or assistance, those services and/or products are not warranted or guaranteed by the Broker or the Licensees associated with Broker.

11. OTHER PROVISIONS.

A. **Binding Effect, Entire Agreement, Modification, and Assignment.** This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and permitted assigns. This Agreement may only be assigned with the written consent of both parties. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.

B. **Governing Law and Venue.** This Agreement is intended as a contract for buyer's agency representation and shall be governed by and interpreted in accordance with the laws and in the courts of the state of Tennessee.

C. **Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of the Firm.

D. **Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

241 **E. Fair Housing.** Broker and Broker's affiliated Licensees shall provide services without regard to race, color, creed,
242 religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity. A request to observe
243 discriminatory practices in the sale, lease, exchange, or option of property shall not be granted.

244 **12. LEGAL DOCUMENTS.** THIS IS AN IMPORTANT LEGAL DOCUMENT CREATING VALUABLE
245 RIGHTS AND OBLIGATIONS. IF YOU HAVE QUESTIONS ABOUT IT, YOU SHOULD REVIEW IT
246 WITH YOUR ATTORNEY. NEITHER THE BROKER NOR ANY AGENT OR FACILITATOR IS
247 AUTHORIZED OR QUALIFIED TO GIVE YOU ANY ADVICE CONCERNING THE ADVISABILITY OR
248 LEGAL EFFECT OF ITS PROVISIONS. BY SIGNING THIS DOCUMENT, YOU ARE CERTIFYING
249 THAT YOU HAVE READ AND ACCEPT THESE TERMS AND ACKNOWLEDGE RECEIPT OF THIS
250 AGREEMENT.

251 **13. EXHIBITS AND ADDENDA.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made
252 a part of this Agreement.
253
254
255
256
257

258 **14. SPECIAL STIPULATIONS.** The following Special Stipulations, if conflicting with any preceding section, shall control:
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286

287
288

289

The party(ies) below have signed and acknowledge receipt of a copy.

290

BY: Broker or Licensee Authorized by Broker

Hafner Real Estate

291

BROKER/FIRM

292

_____ at _____ o'clock ☐ am/ ☐ pm

239 Veterans Pkwy Suite D

293

Date

Address

294

Joe Hafner

Phone: **(615)585-5550**

295

Print/Type Name

Email: **contracts@hafnerrealestate.com**

296

The party(ies) below have signed and acknowledge receipt of a copy.

297

BUYER

BUYER

298

299

Print/Type Name

Print/Type Name

300

301

_____ at _____ o'clock ☐ am/ ☐ pm

_____ at _____ o'clock ☐ am/ ☐ pm

302

Date

Date

303

Address

Address

304

305

Phone: _____ (H) _____ (Cell)

Phone: _____ (H) _____ (Cell)

306

_____ (W) Email: _____

_____ (W) Email: _____

NOTE: This form is provided by Tennessee REALTORS® to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the Tennessee REALTORS® logo in conjunction with any form other than standardized forms created by Tennessee REALTORS® is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.

This form is copyrighted and may only be used in real estate transactions in which **Joe Hafner** is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615-321-1477.



Copyright 2015 © Tennessee Association of Realtors®
RF142 – Exclusive Buyer Representation Agreement (Buyer Agency) Page 7 of 7

Version 08/17/2024