



NEW JERSEY REALTORS® STANDARD FORM OF EXCLUSIVE BUYER AGENCY AGREEMENT

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PARTIES TO THIS AGREEMENT:

Buyer(s): (referred to as "Buyer") Brokerage Firm: (referred to as "Broker") Licensee(s): (referred to as "Licensee")

1. AGENCY: (Buyer), (Buyer), (Buyer) and (Buyer) hereby designate Broker as Buyer's exclusive agent for the purpose of searching for, locating, and purchasing real estate by Buyer in the following areas: (if no municipalities or counties are filled in, then the area shall be New Jersey). The Licensee shall be responsible for ensuring that Broker's duties hereunder are fulfilled; however, Broker may assign other licensees to fulfill such duties, if deemed appropriate by the Broker.

2. BUYER'S REPRESENTATIONS:

- (a) Buyer does not have a business relationship with another real estate brokerage firm. (b) No other buyer's agency agreement is currently in effect for the area set forth in Section 1, including any protection period following the expiration or termination of the agreement. (c) Buyer has disclosed to Broker all information about any property Buyer has visited at any open houses, viewed in person or virtually and/or been introduced to by any other real estate brokerage firm that falls within Section 1 before signing this Agreement.

3. AGENCY DISCLOSURE: The real estate license law of the State of New Jersey requires every real estate licensee to disclose the business relationship the licensee will have with Buyer. Accordingly.

I, THE LICENSEE, AS AN AUTHORIZED REPRESENTATIVE OF BROKER, INTEND, AS OF THIS TIME, TO WORK WITH YOU AS A: (choose one)

- BUYER'S AGENT ONLY BUYER'S AGENT AND DISCLOSED DUAL AGENT IF THE OPPORTUNITY ARISES BUYER'S AGENT AND DESIGNATED AGENT IF THE OPPORTUNITY ARISES

The potential for Licensee to work as a Disclosed Dual Agent and/or Designated Agent will arise if/when Buyer becomes interested in inspecting/viewing a property which is listed with the Broker, as discussed in Sections 9 and 10 below.

4. TERM: This Agreement shall begin on and expire when: (a) Buyer acquires property as set forth in Section 1, or at midnight on ("Term"), or (b) days (if no days are filled in, then three (3) days) after Broker or Buyer receives a written termination notice from the other party, but the Protection Period set forth in Section 5(a)(3)(ii) will remain in effect.

The Term of this Agreement may not be extended without the written consent of Buyer.



47 **5. COMMISSION TO BROKER:** No law, governmental agency, trade association or multiple listing service has
48 fixed the amount, format, or rate of any commission or other compensation to be paid to Broker. Although Broker
49 has the right to individually set the commission that it deems to be acceptable for its services, the commission
50 Buyer will pay to Broker is fully negotiable and may be changed at any time if agreed to by all parties in writing.
51 "Commission" includes all payments to Broker for brokerage services provided under this Agreement, including
52 but not limited to, payments from Buyer, a seller and/or a third party.
53

54 **(a) Commission From Buyer:**

55 (1) **Retainer Fee:** Buyer will pay Broker no retainer fee, or a non-refundable retainer fee in the amount of \$ _____
56 that is due and payable at the time of the signing of this Agreement. This amount is part of, and will be credited towards,
57 any commission due to Broker under this Agreement.
58

59 (2) **Commission:** Buyer agrees to pay to Broker the following commission:

60 _____ (%) percent of the purchase price;

61 \$ _____ as a flat fee; and/or

62 Other: _____.

63 The commission must be objectively ascertainable and may not be open-ended (e.g., it cannot provide that "the Broker's
64 commission will be whatever amount the seller or listing broker is offering to Broker").
65

66 (3) Broker's commission shall be earned, due and payable by Buyer under any of the following circumstances:

67 (i) If Buyer, Buyer's assignee or legal representative enters into a contract to purchase, trade or exchange and/or for an
68 option to acquire any real estate visited, viewed and/or introduced during the Term of this Agreement, regardless
69 of the manner in which Buyer visited, viewed or was introduced to the real estate, except if the contract is timely
70 disapproved under an Attorney-Review Section by an attorney or if the contract is properly terminated and the
71 parties do not subsequently approve or reinstate the contract or agree to a new contract concerning the real estate.
72

73 (ii) Section 5(a)(3)(i) shall continue in effect for _____ days after the expiration/termination of this Agreement
74 ("Protection Period"), for any Property Buyer visited, viewed and/or was introduced to during the Term of this
75 Agreement as long as Broker provides Buyer with a list of such real estate within ten (10) days of the expiration/
76 termination of this Agreement. Buyer agrees to provide the list of such real estate to all other brokerage firms and
77 licensees that Buyer may work with during the Protection Period. If Buyer fails to provide that list, Buyer may be
78 liable to pay two commissions: (1) commission to Broker under this Agreement and (2) another commission to the
79 new brokerage firm.
80

81 (iii) If Buyer defaults under the terms of a valid contract set forth in Sections 5(a)(3)(i) or (ii).
82

83 (4) Buyer shall pay Broker the total commission at closing or, if Buyer defaults on the terms of the contract to acquire the
84 Property, upon Buyer's default.
85

86 (5) If the commission is based in whole or in part on the purchase price, the purchase price shall include all amounts allocated
87 to, among other things, furnishings, fixtures and other concessions or credits that are agreed to by Buyer and seller.
88

89 **(b) Commission From Seller:** Under New Jersey law, a seller may offer a commission to a buyer's broker as a cooperating
90 broker. If the seller authorizes the payment of any commission to Broker, that amount will be credited towards the commission
91 due to Broker under this Agreement. If the amount of Broker's commission from any source, including any offer of a
92 commission from seller, listing broker, Buyer, etc., exceeds the commission Buyer has agreed to pay Broker, then the excess will
93 be credited to Buyer unless otherwise agreed to by the parties in writing in Section 17 below or in another writing amending
94 this Agreement.
95

96 (1) If the excess is credited to Buyer, Buyer acknowledges the following:

97 (i) Broker recommended that Buyer contact a tax professional concerning possible tax implications of receiving the
98 credit, including the obligation to pay any applicable taxes.
99

100 (ii) Payment of the credit will be disclosed to all parties involved in the transaction, including but not limited to Buyer's
101 mortgage lender.
102

103 (iii) Payment of the credit is not contingent upon the use of other services or products offered by Broker or any affiliate
104 of Broker.
105
106

- 107 (2) If a seller is offering to pay Broker an amount less than the commission Buyer has agreed to pay Broker, Buyer directs
108 Broker to do the following: (check all applicable instructions)
109 Introduce Buyer to all properties that Broker believes would be acceptable to Buyer regardless of the commission being
110 offered by seller to Broker.
111 Do not introduce Buyer to any properties where the following condition(s) exist: _____
112 _____
113 _____
114 _____
115 Include in any offer to seller that seller will pay the Broker's commission.
116 Other: _____
117 _____

- 118 **6. BROKER'S DUTY:** During the Term of this Agreement, Broker and Licensee shall promote the interests of Buyer as follows:
119 (a) Use diligence in its search to locate a property which is acceptable to Buyer.
120 (b) Exercise ordinary care and comply with all applicable laws and regulations.
121 (c) Use professional knowledge and skills to assist Buyer to negotiate for the purchase of such property.
122 (d) Assist Buyer throughout the transaction and represent Buyer's best interests.
123 (e) Help Buyer understand financial issues, such as budget constraints.
124 (f) Provide Buyer with an overview of the current market conditions and how they may impact Buyer's purchasing power.
125 (g) Schedule showings of properties for Buyer.
126 (h) Disclose to Buyer all material facts related to the physical condition of the property or concerning the transaction of which
127 Broker has actual knowledge.
128 (i) Prepare and negotiate with the seller or seller's agent a written offer on behalf of Buyer for any property that Buyer wants
129 to purchase.
130 (j) Suggest professional referrals, such as attorneys, inspectors, engineers, title companies, mortgage advisors and tradespeople,
131 if requested by Buyer.
132 (k) Arrange for home inspections and assist in resolving any issues that may arise, as appropriate.
133 (l) Schedule a final walk-through of the property and assist in dealing with any discrepancies in the condition of the property
134 that may exist.
135 (m) Other: _____
136 _____
137 _____
138 _____
139 _____

- 140 **7. BUYER'S DUTY:** During the Term of this Agreement, Buyer shall:
141 (a) Provide accurate and relevant personal information to Broker regarding Buyer's financial ability to purchase real estate.
142 (b) Advise Broker of any property or information about any property Buyer may have an interest in viewing, examining and/or
143 purchasing, including all inquiries received from other real estate brokerage firms, prospective sellers, or any other sources.
144 (c) Submit through Broker any offer to purchase or contract on a property.
145 (d) Work exclusively with Broker and not enter into any other agency agreement for the area set forth in Section I during the
146 term of this Agreement.
147 (e) Examine any property only by appointments made by and accompanied by Broker, unless otherwise agreed to by Broker.
148 (f) Conduct all negotiations and communications for properties through Broker.
149 (g) Conduct all due diligence on a property in consultation with Broker.
150 (h) Unless agreed to by Broker in writing, pay for all products and/or services required in the examination and evaluation of any
151 property (e.g., surveys, water/soil tests, title reports, property inspections, etc.).
152

153 **8. OTHER BUYERS:** Other potential buyers may be interested in the same properties as Buyer. Buyer agrees that Broker may
154 work with such other potential buyers prior to, during, or after the termination of this Agreement. In any such situation, Broker
155 shall maintain confidentiality and will not disclose to any other potential buyer the terms of Buyer's offer, or any other confidential
156 information concerning Buyer.
157

158 **9. DUAL AGENCY:** Under New Jersey law, Broker may work with both Buyer and a seller in the same real estate transaction if
159 both Buyer and seller agree to work with Broker as a "Disclosed Dual Agent". To work as a Disclosed Dual Agent, Broker must
160 obtain the written informed consent from both Buyer and seller. Buyer understands that, by agreeing to allow Broker to work as a
161 Disclosed Dual Agent, Broker will not be able to represent Buyer or seller fully and exclusively. As a Disclosed Dual Agent, Broker
162 will not be able to put either Buyer's interests ahead of seller's interests nor seller's interests ahead of Buyer's interests. **Broker may
163 act as a Disclosed Dual Agent only if Buyer agrees to sign the "Informed Consent to Dual Agency" form attached
164 to this Agreement.**
165
166

167 **10. DESIGNATED AGENCY:** Under New Jersey law, Broker may designate two different licensees affiliated with Broker to work
168 with Buyer and seller in the same real estate transaction if both Buyer and seller agree. In the context of designated agency, Broker
169 remains neutral and oversees the transaction to ensure each designated licensee is maintaining the full range of fiduciary duties
170 which are ordinarily owed by a licensee who represents solely Buyer as "Buyer's Agent" and by a licensee who represents solely
171 seller as "seller's agent." **Broker may appoint a Designated Agent for Buyer only if Buyer agrees to sign the "Informed
172 Consent to Designated Agency" form attached to this Agreement.**
173

174 **11. NO WARRANTIES OR REPRESENTATIONS:** Broker makes no warranties or representations about the value or suitability
175 of any property for Buyer's purposes. Buyer agrees to be responsible for making all inspections, inquiries and investigations. Buyer
176 also agrees to indemnify and hold Broker harmless from and against any and all liability, damages, lawsuits, expenses, etc. resulting
177 from Buyer's selection and use of, or failure to use, any such services or Buyer's election not to have one or more of such services
178 performed.
179

180 Buyer agrees to indemnify and hold Broker harmless from and against any and all claims which may lead to a dispute arising
181 from or related to false or incomplete information provided by Buyer. Such indemnification shall include but not be limited to
182 reimbursement for Broker's attorneys' fees and costs.
183

184 **12. APPLICABLE LAWS:** This Agreement shall be governed by and construed in accordance with the laws of the State of New
185 Jersey and any arbitration or lawsuit relating to or arising from this Agreement shall be venued in the State of New Jersey.
186

187 **13. ALTERNATIVE DISPUTE RESOLUTION/ATTORNEYS' FEES:** INSTEAD OF SUING IN COURT, BUYER AND
188 BROKER AGREE THAT ANY DISPUTE ARISING FROM OR RELATED TO THIS AGREEMENT SHALL BE SETTLED
189 ONLY BY ARBITRATION. THE RULES IN ARBITRATION ARE DIFFERENT THAN IN A COURT. THERE IS NO
190 JUDGE OR JURY AND REVIEW IS LIMITED, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AND
191 RELIEF AND MUST HONOR THE SAME LIMITATIONS STATED IN THIS AGREEMENT AS A COURT WOULD.
192 Buyer and Broker agree that, before filing for arbitration, any dispute arising from or related to this Agreement shall be submitted to
193 mediation and, if the mediation is unsuccessful, then to arbitration before the American Arbitration Association or a REALTOR®
194 Association located in the State of New Jersey at the choice of the filing party. If mediation and/or arbitration, or if a lawsuit, is
195 filed by Buyer or Broker concerning any issue arising from or related to this Agreement, the prevailing party shall be entitled, in
196 addition to any other remedy, to be paid reasonable attorneys' fees, arbitration fees, court costs and other expenses incurred.
197

198 **14. CONSUMER INFORMATION STATEMENT:** Buyer acknowledges receipt of the attached Consumer Information
199 Statement on New Jersey Real Estate Relationships.
200

201 **15. TERMINATION/BREACH:**
202 (a) **Termination.** Buyer acknowledges and understands that this Agreement is a legally binding, exclusive contract between
203 Buyer and Broker that may be terminated in accordance with Section 4 or for legally sufficient cause.
204 (b) **Buyer's Breach.** If this Agreement is not properly terminated and Buyer signs a brokerage service agreement with another
205 real estate brokerage firm that becomes effective during the Term of this Agreement or that affects Broker's rights during the
206 Protection Period, Buyer will be in breach of this Agreement. If Buyer breaches this Agreement and subsequently purchases
207 real property as described in Section 1, Broker will be entitled to pursue all remedies available, including but not limited to
208 recovery of the commission set forth in this Agreement. This provision is in addition to Broker's right to collect a commission
209 if Buyer breaches or defaults on a valid contract to acquire property after the commission has been earned.
210 (c) **Broker's Breach.** If Broker breaches this Agreement, Buyer will be entitled to pursue all remedies available to Buyer for
211 such breach.
212

213 **16. LIEN:** Buyer agrees that, if Broker is not paid the commission set forth in this Agreement at the closing or due to a breach of
214 this Agreement by Buyer, Broker has the right to record a lien on the property that Buyer purchases for the amount due under
215 this Agreement, plus interest at the rate of ten (10%) percent per annum, and any attorneys' fees and costs due as provided in this
216 Agreement and for recording the lien.
217

218 **17. ADDITIONAL TERMS TO AGREEMENT (OPTIONAL):** Buyer and Broker agree to the following additional terms
219 that are incorporated into this Agreement (if a specific Section of the Agreement is being amended, it is recommended that the
220 Section be included in the following terms): _____
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Initials:

Broker/Licensee: _____ Date: _____ Buyer: _____ Date: _____
Buyer: _____ Date: _____
Buyer: _____ Date: _____
Buyer: _____ Date: _____

18. SEVERABILITY: If any provision of this Agreement, or its application to any person or circumstances, is held invalid or unenforceable, the remainder of this Agreement and its application shall not be affected.

19. ENTIRE AGREEMENT: This Agreement contains the entire agreement between Buyer and Broker and only may be amended by an agreement in writing signed by Buyer and Broker. No representations have been made by either party, except as set forth in this Agreement. Buyer acknowledges receipt of a signed copy of this legally binding Agreement and agrees to be bound by and comply with its terms and conditions.

IF BUYER DOES NOT UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT, LEGAL ADVICE SHOULD BE SOUGHT BEFORE SIGNING.

By: _____
Broker/Licensee Buyer Date
Buyer Date
Buyer Date
Buyer Date

CONSUMER INFORMATION STATEMENT ON NEW JERSEY REAL ESTATE RELATIONSHIPS

New Jersey State law requires real estate licensees to disclose how they intend to work with buyers and sellers in a real estate transaction. This information statement is intended to assist you in making informed decisions regarding your relationship with a real estate broker and its sales agents. (In rental transactions, the terms “buyers” and “sellers” throughout this document should be read as “tenants” and “landlords”, respectively).

1. A SELLER’S AGENT OR SUBAGENT REPRESENTS THE SELLER AND WILL DISCLOSE ALL MATERIAL INFORMATION SUPPLIED BY THE BUYER TO THE SELLER.
2. A BUYER’S AGENT REPRESENTS THE BUYER AND WILL DISCLOSE ALL MATERIAL INFORMATION SUPPLIED BY THE SELLER TO THE BUYER.
3. A DISCLOSED DUAL AGENT REPRESENTS BOTH PARTIES AND MAY NOT, WITHOUT EXPRESS PERMISSION, DISCLOSE THAT THE SELLER WILL ACCEPT A PRICE LESS THAN THE LISTING PRICE OR THAT THE BUYER WILL PAY A PRICE GREATER THAN THE OFFERED PRICE.
4. A TRANSACTION BROKER DOES NOT REPRESENT EITHER THE BUYER OR THE SELLER. ALL INFORMATION ACQUIRED FROM ONE PARTY MAY BE DISCLOSED TO THE OTHER PARTY.
5. A DESIGNATED AGENT HAS THE SAME DUTIES TO ITS PRINCIPAL AS A SELLER’S OR BUYER’S AGENT, HOWEVER THE BROKERAGE FIRM THE DESIGNATED AGENT IS AFFILIATED WITH ACTS AS A DISCLOSED DUAL AGENT.

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of business relationship you have with that licensee. There are five business relationships: (1) seller’s agent; (2) buyer’s agent; (3) disclosed dual agent; (4) designated agent; and (5) transaction broker. Each of these relationships imposes certain legal duties and responsibilities on the licensee as well as on the seller or buyer represented. These five relationships are defined in greater detail below.

Please read carefully before making your choice.

SELLER’S AGENT

A seller’s agent works only for the seller to secure a buyer for the seller’s home at a price and on terms acceptable to the seller. The seller’s agent solely represents the interests of the
2024.08 CIS (A)

seller and has legal obligations, called fiduciary duties, to the seller. These duties include, without limitation, reasonable care, undivided loyalty, confidentiality, full disclosure and the duty to account.

Seller’s agents often work with buyers, but do not represent the buyers. In working with buyers or their representatives, a seller’s agent must act honestly and treat all parties to a transaction fairly. A seller’s agent may not make any misrepresentations to either party on matters material to the transaction, such as the buyer’s financial ability to pay, and must disclose defects of a material nature affecting the physical condition of the property, which a reasonable inspection by the agent would uncover.

Seller’s agents include all persons licensed with the brokerage firm, which has been authorized through a listing agreement to work as the seller’s agent. In addition, other brokerage firms may accept an offer to work with the listing broker’s firm as the seller’s agents. In such cases, those firms and all persons licensed with such firms are called “sub-agents.” Sellers who do not desire to have their property marketed through sub-agents should so inform the seller’s agent.

BUYER’S AGENT

A buyer’s agent works only for the buyer to negotiate the purchase of a home at a price and on terms acceptable to the buyer. The buyer’s agent solely represents the interests of the buyer and has fiduciary duties to the buyer. These duties include, without limitation, reasonable care, undivided loyalty, confidentiality, full disclosure, and the duty to account.

Buyer’s agents often work with sellers, but do not represent the sellers. In working with sellers or their representatives, a buyer’s agent must act honestly and treat all parties to a transaction fairly. A buyer’s agent may not make any misrepresentations on matters material to the transaction, such as the buyer’s financial ability to pay, and must disclose defects of a material nature affecting the physical condition of the property which a reasonable inspection by the agent would uncover.

Buyer’s agents include all persons licensed with the brokerage firm, which has been authorized through a brokerage services agreement to work as the buyer’s agent.

DISCLOSED DUAL AGENT

A disclosed dual agent represents both the buyer and seller in a real estate transaction. To work as a dual agent, a firm must first obtain the informed written consent of the buyer and the seller. Disclosed dual agency is most likely to occur when a buyer’s agent shows the buyer properties owned by sellers who are represented by the same brokerage firm that the buyer’s agent is affiliated with.

A brokerage firm acting as a disclosed dual agent may not put one party's interests ahead the other party's and cannot advise or counsel either party on how to gain an advantage at the expense of the other party on the basis of confidential information obtained from or about the other party. When working as a disclosed dual agent, a brokerage firm must have the express permission of a party prior to disclosing confidential information to the other party. Such information includes the highest price a buyer can afford to pay and the lowest price a seller will accept and the parties' motivation to buy or sell.

Disclosed dual agents must carefully explain to each party, that, in addition to working as their agent, their firm will also work as the agent for the other party. They must also explain the effects of dual representation on the firm's fiduciary duties to each party, including that by consenting to the dual agency relationship, the buyer and seller are forfeiting their right of undivided loyalty.

In the absence of designated agency, disclosed dual agents include all persons licensed with the brokerage firm, which has been authorized through a brokerage services agreement to work with both parties as disclosed dual agents.

Buyers and sellers should carefully consider the consequences of a dual agency before agreeing to such representation.

DESIGNATED AGENT

Upon the informed written consent of the buyer and the seller, a brokerage firm that represents both parties as a disclosed dual agent may designate separate individual agents to represent the buyer and seller. Each designated agent represents the interests of their designated principal (the buyer or seller) and advocates on their behalf in negotiations

between the buyer and seller. Designated agents have duties that are the same as a buyer's or seller's agent, as applicable, which are summarized above. The brokerage firm, under whose supervision the designated agent functions, remains a dual agent of both buyer and seller and accordingly cannot provide undivided loyalty to either party.

TRANSACTION BROKER

New Jersey law does not require real estate brokerage firms to work in the capacity of an "agent" when providing brokerage services. A transaction broker works with the buyer or seller or both in the transaction without representing either party. A brokerage firm acting in the capacity of transaction broker serves as a manager of the transaction and performs tasks to facilitate the closing of the transaction.

A transaction broker must communicate and work with all parties to assist them in arriving at a mutually acceptable agreement and in closing the transaction but cannot advise or counsel either party on how to gain an advantage at the expense of the other party. Transaction brokers are required to treat all parties fairly and to act in a competent manner but are not required to keep any information confidential.

The transaction broker relationship extends to all persons licensed with the brokerage firm, which has been authorized through a brokerage services agreement to work as a transaction broker.

YOU MAY OBTAIN LEGAL ADVICE ABOUT THESE BUSINESS RELATIONSHIPS FROM YOUR OWN LAWYER. THIS STATEMENT IS NOT A CONTRACT AND IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

ACKNOWLEDGMENT OF RECEIPT OF CONSUMER INFORMATION STATEMENT (CIS)

FOR SELLERS AND LANDLORDS

By signing this Consumer Information Statement, I acknowledge that I received this Statement from

_____ of _____
(Print Name of Licensee) (Print Name of Brokerage Firm)

prior to discussing my motivation to sell or lease or my desired selling or leasing price with one of its representatives.

Signed: _____ Date: _____

FOR BUYERS AND TENANTS

By signing this Consumer Information Statement, I acknowledge that I received this Statement from

_____ of _____
(Print Name of Licensee) (Print Name of Brokerage Firm)

prior to discussing my motivation to buy or lease or my desired buying or leasing price with one of its representatives.

Signed: _____ Date: _____