

EXCLUSIVE BUYER AGENCY AGREEMENT

1. **PURPOSE:** Client hereby appoints Berkshire Hathaway HomeServices Kee Realty (Broker) as Client's exclusive agent to assist Client to locate, negotiate and secure property as described in paragraph 4. Broker accepts the appointment and Broker's services shall be limited to consulting with Client regarding the desirability of particular properties, the availability of financing, formulating acquisition strategies, negotiating "Buy & Sell Agreements", leases, options, exchanges and facilitating the details of the transaction. Broker will only introduce Multi-listed (MLS) properties to Client. If Client desires to see any non-MLS property Client must inform Broker, and Broker shall attempt to accommodate the Client.
2. **TERM:** This agreement shall begin _____ and terminate at 11:59 P.M. on _____.
3. **BROKER'S DUTIES TO CLIENT:** The duties of the Broker include, the following:
 - (A) **Disclosure:** Except in the case of Disclosed Dual Agency, Broker shall disclose to Client any information it may hold in regard to the other party in the transaction which would benefit Client in negotiating with the other party. **Client understands that in the case of Dual Agency these duties are limited. Confidentiality prevails over disclosure, and loyalty is divided between the parties.**
 - (B) **Reasonable Care and Diligence:** Broker shall exercise reasonable care and diligence in all dealings with Client.
 - (C) **Confidentiality:** Any information Broker receives from Client, which if disclosed to the other party in a transaction, would be detrimental to Client's negotiating position shall not be disclosed unless Client gives the Broker specific instructions to the contrary.
 - (D) **Obedience:** Broker shall follow Client's specific lawful directions in representing Client's position in any negotiations.
 - (E) **Loyalty:** Except in the case of Disclosed Dual Agency, Broker shall hold its loyalty to Client paramount and shall work in the Client's best interest.
 - (F) **Accountability of Funds:** Broker shall account for all funds that come into its possession which are the property of Client.
4. **PROPERTY:** This agreement is valid for any purchase, lease, option, exchange or otherwise acquired real property during the term of this agreement in the State of Michigan. This includes, but is not limited to: residential, residential income, commercial, industrial, farm, vacant, or business property.
5. **EXCLUSIVE AGENT:** Client agrees that during the term of this agreement all inquiries and/or negotiations on behalf of Client relating to the acquisition of any Desired Property shall be through Broker. Client agrees to refer any inquiries to Broker from any other broker, salesperson or any other source.
6. **DESIGNATED AGENT:** Berkshire Hathaway HomeServices Kee Realty (Broker) and Client designate the Buyers Agent herein as Client's Designated Agent as defined and provided for under Michigan's Occupational Code (MCL 339.2517). Client has an agency relationship ONLY with Berkshire Hathaway HomeServices Kee Realty (Broker), the Designated Agent named here and any Supervisory Brokers, Managers or Officers. If a potential seller is represented by a Designated Agent within Berkshire Hathaway HomeServices Kee Realty (Broker) other than the Designated Agent named above, Berkshire Hathaway HomeServices Kee Realty (Broker) and its Supervising Brokers shall automatically be deemed **Disclosed Consensual Dual Agents**.
7. **ENTITLEMENT TO COMPENSATION:** The Broker shall be entitled to compensation, should either of the following occur:
 - (A) During the term of this agreement, the Client purchases, leases, or exchanges any property of the general type described in paragraph 4 above.
 - (B) Within three months after the expiration of this agreement, Client purchases, leases, or exchanges any property with respect to which the Broker (1) had negotiations relating to the property, (2) exhibited the property to Client or (3) had any oral or written contact with the owner of the property or the owner's agent on Client's behalf, unless Client has entered into a subsequent "Exclusive Buyer Agency Agreement" with another broker.
8. **RETAINER FEE:** Client will pay Broker a non-refundable Retainer Fee of \$ _____ due and payable upon execution of this agreement. The Retainer Fee shall be applied against the total compensation due and is intended as compensation to Broker for Broker's effort in locating property for Client. The Retainer Fee cannot and will not be used as part of Client's earnest money deposit when an acceptable property is located and a "Buy & Sell Agreement" or offer to lease is drafted.

9. **BUYER-BROKER FEES: Broker commissions are not set by law and are fully negotiable.** The compensation due to Broker at the closing of the transaction shall be (check the applicable row):

_____ % of the sales price plus a flat fee of \$ _____

Flat fee in the amount of \$ _____ plus \$ _____

Authorization for Negotiation: The Client shall ultimately be responsible for the compensation to due to the Broker; however, the Client hereby authorizes the Broker to negotiate on their behalf for the Seller and/or Listing Broker to pay some or all of the Buyer-Broker Fees herein. This authorization includes seeking compensation that may be due to the Broker directly from the Seller or through a Cooperating Broker arrangement. If any Cooperating Broker's offering is greater than the amounts herein, the Buyer's Broker will accept the lower of the two.

Counteroffer Protocol: The Broker is authorized to request that any counter offers made during the negotiation process be structured through adjustments in the sale price rather than modifications to the compensation structure. The intent is to maintain the integrity of the agreed-upon Buyer-Broker Fees, ensuring any negotiations do not detract from the predetermined compensation framework.

Clarification of Broker's Role: The Seller, Landlord, or Cooperating Broker's payment of compensation to the Broker serves solely as a financial adjustment within the transaction. The Client acknowledges this arrangement does not alter the Broker's role or create an agency or subagency relationship with the Seller or Landlord.

Maximum Compensation: As an MLS participant, Broker shall not receive compensation from any source that exceeds the amount or rate agreed to with the buyer Client.

10. **OTHER PURCHASERS AND LESSEES:** Client understands that Broker may work with other potential purchasers/lessees (whether as clients or customers) that may consider, make offers on, or purchase/lease, the same or similar properties as the Desired Property. Client permits Broker to work with other such potential purchasers/lessees, as a customer or as a represented client, before, during and after the expiration of this Agreement. Client further realizes and acknowledges consent to the fact that the Broker will not provide Client with confidential information about any seller/landlord obtained as a result of any past or present agency relationship.
11. **DUAL AGENCY ACKNOWLEDGEMENT AND ACCEPTANCE:** In the event Client expresses interest in real property listed with or owned by Designated Agent or a Supervisory Broker, then Broker shall act in the capacity of a Disclosed Consensual Dual Agent with Client's full knowledge and consent. A Dual Agency Agreement will be presented prior to an offer being written under these circumstances.
12. **NON-DISCRIMINATION:** Broker and Client agree not to discriminate because of race, color, religion, sex, physical or mental disability, marital status, familial status, national origin, age, sexual orientation, gender identity and gender expression, or any other matter prohibited by Federal, State, or local law.
13. **FAILURE TO CLOSE TRANSACTION:** If a seller/landlord fails to close an agreement made with Client, with no fault on the part of the Client, then the compensation due Broker provided for in this Agreement shall be waived. If such transaction fails to close due to acts on the part of Client, the total amount owing as compensation shall be immediately due and payable to Broker by Client.
14. **DISCLOSURE OF BROKER'S ROLE:** At the time of initial contact, Broker shall inform all prospective sellers/landlords and their agents that Broker is acting on behalf of Client.
15. **COSTS OF ADDITIONAL SERVICES OR PRODUCTS:** Broker will not obtain or order products for services from outside sources on Client's behalf unless Client agrees, in writing, to pay for them immediately when payment is due (examples: surveys, environmental studies, inspections, soil tests, title reports, engineering studies). In the event Broker provides Client with names or sources for such advice or assistance, Client acknowledges and agrees that Broker does not warrant or guarantee the services and/or products. Client may choose their own attorney or settlement provider. If the broker prepares the settlement statements, a \$295 document fee will be applicable for a cash transaction and a \$595 document fee will be applicable when done in conjunction with a loan.
16. **INDEMNIFICATION OF BROKER:** Client agrees to indemnify Broker and to hold it harmless on account of any and all costs or damage arising out of this contract, provided Broker is not at fault, including, but not limited to attorneys' fees reasonably incurred by Broker.
17. **CONDITION OF PROPERTY:** Client should not rely on the Broker to determine the suitability (i.e., zoning, plat restriction, etc.) of any Desired Property for Client's purposes or regarding the environmental, structural or other conditions of the Desired Property. Broker makes no warranties as to physical, environmental, percolation, well, septic conditions of any property. Broker advises Client to employ professional inspection services to instruct Client as to suitability, plus any and all other property conditions.

18. **BROKER'S ROLE:** Client acknowledges that Broker is not acting as an attorney, tax advisor, surveyor, civil engineer, structural engineer, environmental expert or appraiser and that Client should engage professionals on these matters.
19. **CLIENT RESPONSIBILITY:** Broker's duties contained in this Agreement do not relieve Client from his or her responsibility to protect Client's own interest. Client should carefully read all agreements to assure that they adequately express Client's understanding of the transaction. Client is advised to seek legal, tax and other professional assistance relating to any proposed transaction. Client further acknowledges that Broker informed Client that the title to the property could be subjected to restrictions, easements, liens and other encumbrances and that the services of an attorney are necessary in order to evaluate their effect on title.
20. **CONSENT TO DISCLOSURE:** Unless Broker receives written instructions to the contrary, Client authorizes Broker to disclose Client's identity and any pertinent facts Broker has regarding Client's financial ability to purchase Desired Property.
21. **AUTHORIZATIONS:** I (we) authorize our mortgage broker and/or lender to release any and all pertinent information related to obtaining a mortgage to our Designated Broker. These items include but are not limited to: underwriting conditions, appraisals, rejections, approvals, final closing conditions, clear to close, etc. I (we) also authorize our lender and/or title agency to release a copy of the Closing Disclosure to the Designated Agent named herein.
22. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties, and any other prior agreements, whether oral or written, have been merged and integrated into this Agreement. In the event any portion of this Agreement is found to be unenforceable, that portion shall be severed from the Agreement and the remainder of the Agreement shall remain in full force and effect.
23. **OTHER TERMS:**

ACKNOWLEDGEMENT OF RECEIPT: I (we) acknowledge the receipt of a copy of this document and all associated documents.

Broker: Berkshire Hathaway HomeServices Kee Realty	Agent: _____
Client: _____	Client: _____
Print Name: _____	Print Name: _____
Phone Number: _____	Phone Number: _____
E-Mail _____	E-Mail _____

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

NOTICE

To:

From: Berkshire Hathaway HomeServices Kee Realty

This is to give you notice that M&Z Properties has (i) an ownership interest in Berkshire Hathaway HomeServices Kee Realty and affiliated providers of title, escrow, insurance, inspection, and home improvement services and (ii) a relationship with a provider of mortgage services. Because of these relationships, this referral may provide M&Z Properties and/or its principals a financial or other benefit.

M&Z Properties is a family owned and operated business, some of the principals of which are engaged in the real estate business. M&Z Properties owns 100% of Berkshire Hathaway HomeServices Kee Realty, 100% of Premier Title Agency LLC, 100% of Premier Escrow Service LLC DBA Kee Escrow Services, LLC, 100% of Gold Shield Services, LLC. M&Z Properties owns 100% of Premier Casualty Insurance. Premier Casualty Insurance receives referral fees from Evertree Insurance for the placement of property and casualty insurance. JW Inspections of Michigan has a marketing relationship with M&Z Properties. The two firms co-sponsor a number of client events together each year. Several of the principals of M&Z Properties are employees of, or independent contractors engaged by, Berkshire Hathaway HomeServices Kee Realty. One of the principals of M&Z Properties is married to a manager employed by Mortgage One, Inc., whose compensation may be affected as a result of the referral.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider as a condition for purchase or sale of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Provider and Settlement Service	Charge or Range of Charges
Premier Title Agency, LLC – Title insurance for owner’s or lender’s coverage, escrow and settlement services.	Title insurance premiums for an owner’s policy typically range from \$250.00 plus between \$2.10 and \$6.00 for each \$1,000 of the price of the property, depending upon the total price of the property. Extended coverage, binders and endorsements are available at additional premiums. Title insurance premiums for a lender’s policy typically range from \$192.50-250.00 plus between \$1.25 to \$3.25 for each \$1,000 of the amount of the loan, depending on the amount of the loan, and depending on whether the policy is issued at the same time as an owner’s policy. Endorsements which may be required by the lender are available at additional premiums. The borrower typically pays for all of the lender’s title insurance. Actual charges may vary according to the particular circumstances underlying the transaction, including the home value, coverage and limits chosen, as well as other requested terms, unusual market conditions, government regulation, property location and other similar factors. There are also document preparation and closing fees that range from \$245 to \$600.

Provider and Settlement Service	Charge or Range of Charges
Gold Shield Services, LLC – Provides Home warranty and home improvement services	Warranty prices range from \$545 to \$2,000, depending on the warranty & options selected. Home Improvement rates, are from \$25 to \$75 per hour, depending on skill level required. Larger jobs are given free estimates.
Premier Escrow Services, LLC-DBA Kee Escrow Services, LLC – Holds real estate escrow deposits and audits closing statements	Zero cost to purchaser and seller. However, deposits not disbursed within 12 months are subject to a \$40 monthly administration fee.
Mortgage One, Inc. - Provides mortgage lending services, including loan brokerage and origination and mortgage banking services.	Loan origination fees from 0% to 5% of the loan amount. In addition, the lender may select an attorney, credit reporting agency or real estate appraiser to represent its interest, for which the borrower will be required to pay.
J.W. Home Inspections of Michigan-Provides Home Inspection Services.	Inspection prices range from \$305 to \$1,500, depending on the size of the property and products selected.
Evertree Insurance/Premier Casualty Insurance-Places property, casualty and life insurance policies.	Premiums range from \$100-\$15,000 annually depending on the product and the amount of coverage.

ACKNOWLEDGMENT

I/We have read this disclosure form, and understand that Berkshire Hathaway HomeServices Kee Realty is referring me/us to purchase the above-described settlement services(s) and that Berkshire Hathaway HomeServices Kee Realty and/or one of its principals may receive a financial or other benefit as the result of this referral.

Signature

Signature