

Exclusive Buyer's Brokerage Contract

The State of Montana [MCA 37-51-102 (6)] and the Montana Board of Realty Regulation require a contract between a Buyer (the Client) and a real estate brokerage (the Broker) to be signed by both parties prior to commencement of locating property or offering services to a Client. The following agreement is provided to satisfy this requirement, and to protect you, the Buyer, and the Broker and the Associates of [Continental Crown](#). Under Montana Law pertaining to agency, agency is defined as a relationship whereby the Buyer authorizes another person, licensed by the State of Montana, to act on his or her behalf, in locating and assisting in negotiating the price and terms acceptable to both Buyer and Seller for property meeting the requirements expressed by the Buyer. The agency relationship extends beyond the Associate who works directly with that Buyer, and includes the entire brokerage firm. Should you have questions or concerns that remain unanswered regarding this Contract, legal counsel is recommended.

THIS AGREEMENT dated the ____ day of _____, 20__ between a Buyer (singular includes the plural) _____ (hereinafter referred to as the "Client"), and Jerry Hanson, Broker, [Continental Crown Realty](#) (hereinafter referred to as "Broker").

The parties hereby agree to the following terms, covenants, and conditions.

1. Client agrees to exclusively retain the Broker to provide real estate consulting services and to locate and negotiate acceptable terms for real estate located in the Greater Flathead Valley region, or in the specified area of Montana provided below, or for the specific property or type of property described as follows:

Type of Property:

Desired Area or Location:

Other Terms and Conditions:

Special Requirements:

Note: If the Buyer has entered into a written agreement with another real estate brokerage for locating properties or providing services identical to the parameters stated above, and said previous agreement is currently effective, under Montana Law the Broker of [Continental Crown](#) is precluded from interfering with that Contract, and will be unable to proceed with executing this agreement.

2. This agreement shall become effective immediately upon signing by the Client and the Broker, and expire on the ____ day of _____, 20__, or at the closing of the real property purchase, whichever comes first. This agreement may be extended upon mutual agreement of the Client and Broker in writing. However, if the Client has a written contract to purchase a property and this agreement would otherwise expire before the closing date, then the agreement will automatically be extended to the closing date.

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3. The Broker and the Associates working directly with the Client shall at all times perform their duties and obligations consistent with the requirements set forth in the Buyer's Agent Disclosure Statement, which has been provided to the Client.
4. The Broker and his Associates will perform the terms of this Agreement with the Client, and will do the following:
 - a. Will exercise reasonable skill and care;
 - b. Will promote the interests of the Client with the utmost good faith, loyalty, integrity, and fidelity;
 - c. Will diligently seek a price and terms which are acceptable to the Client;
 - d. Will present all written offers to and from the Client in a timely manner;
 - e. Will disclose to the Client adverse material facts actually known by the Broker;
 - f. Will advise the Client to obtain expert advice as to material matters which are beyond the expertise of the Broker;
 - g. Will account in a timely manner for all money and property received; and
 - h. Will comply with any applicable lawful federal, state, and local laws, rules, regulations, and ordinances, including fair housing and non-discrimination statutes or regulations.
5. The Broker and his Associates shall not disclose any confidential information about the Client unless required by statute, rules or regulations, or unless approved by the Client.
6. The Broker and his Associates have no duty to conduct an independent investigation of the Client's financial condition for the benefit of the Seller, and owes no duty independently to verify the accuracy or completeness of statements made by the Client or any independent inspectors or consultants.
7. The Client agrees:
 - a. To work exclusively with the Broker and his Associates during the period of this agreement;
 - b. To provide to the Broker and/or a financial institution reliable personal financial information on a timely manner as necessary;
 - c. To comply with any applicable lawful federal, state, and local laws, rules, regulations, and ordinances, including fair housing and non-discrimination statutes or regulations; and
 - d. That he or she understands that no service can begin until the information requested above is provided and this agency agreement is signed.
8. No competing offers shall be made by the Broker or his Associates on a property for which the Client has submitted an Offer to Purchase, or is considering making a counter-offer in response to the Seller's counter to the original offer.
9. When the Client agrees to purchase a property, the Client shall:
 - a. Promptly execute all necessary papers or contracts in connection with the purchase;
 - b. Promptly furnish the Broker and/or financial institution with all necessary employment information, credit reports, financial information, and tax returns if requested.
10. The Client agrees to abide by the terms of any lawful and legally binding contracts to purchase real estate they may enter into during the terms of this agreement.
11. The Broker shall be paid for his services by collecting a selling commission paid from the Seller's proceeds at the time of the real property closing.
12. All purchase offers made on unlisted real property shall clearly state that the Seller shall agree to pay a commission of _____ (___) percent of the sale price to the Broker at the time of closing, out of the Seller's proceeds. If the Seller does not agree to the paying of the commission, the Client shall authorize the payment of the commission fee to be paid as part of the Buyer's closing costs.
13. A fee of _____ (___) percent of sale price shall be paid to the Broker by the Client at time of closing on any real estate property purchased through any means outside this agreement,

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- during the time of this agreement, including any contracts negotiated directly with a builder and/or agent representing a builder/developer, or for the purchase of a "For Sale by Owner" property.
14. If a Client purchases any real property that was shown to the Client, introduced or assessed by the Broker on behalf of the Client, during ____ days following expiration of this agreement, a fee of _____ (____) percent of the sale price shall be paid to the Broker at the time of the closing on the property.
 15. The Client acknowledges that neither the Broker nor any of his Associates is an attorney, tax advisor, lender, surveyor, structural engineer, architect, or inspector. The Client is advised to seek the assistance of these and similar professionals when appropriate. The Clients shall have the responsibility of informing the Associate or Broker when they choose to use the assistance of any of the above noted or similar professional services. Neither an Associate nor the Broker shall be held liable for errors or omissions in specialized areas of expertise.
 16. The Client acknowledges receipt of an agency disclosure statement prior to the signing of this agreement.
 17. Any controversy or claim arising out of this agreement, or any breach thereof, shall be settled by binding arbitration by a mutually acceptable third party. If parties cannot agree within fourteen (14) working days as to whom that party shall be, then the American Arbitration Association, in accordance with the commercial arbitration rules of that organization, shall conduct arbitration. The judgment of the arbitrator shall be binding on all parties and may be entered into any court having jurisdiction thereof. The party who is judged to be in the wrong at the hearing shall pay the cost of the arbitration. Both parties agree that there shall be no appeal from the arbitration decision.
 18. If any provision of this agreement shall be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby and shall remain in full force and effect.
 19. This agreement shall be construed in accordance with the laws of the State of Montana.
 20. This Agreement contains the final and entire Agreement between the parties hereto, and neither Client, Broker, nor Associates shall be bound by any terms, conditions, statements, warranties, or representations, oral or written, unless agreed to in writing by all parties hereto.

THE UNDERSIGNED Client acknowledges receipt of a copy of the required Agency Disclosure Statement. The Client has received a copy of the signed Exclusive Buyer's Brokerage Contract (this Agreement). Each fully executed copy of this Agreement shall be considered an original thereof.

Client _____ Dated this ____ day of _____, 20__

Client _____ Dated this ____ day of _____, 20__

Broker _____ Dated this ____ day of _____, 20__
Jerry Hanson, [Continental Crown Realty](#)

Buyer's Initials _____

Broker's Initials _____

