

## **Instructions for Completing the 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 accompanying agreement is provided to satisfy this requirement, and to protect you, the Buyer, as well as the Broker and the Associates of [Continental Crown](#).

Under Montana Law, 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.

The accompanying Exclusive Buyer's Brokerage Contract has a number of blanks needing to be completed prior to signing by the Buyer and by the Broker of [Continental Crown](#). The following instructions and/or explanations offer guidance in the completion of this task.

- The date needs to be inserted in the paragraph beginning, "THIS AGREEMENT..." The Buyer's name is to be inserted in the space provided.
- **Section 1** is written to include the entire Greater Flathead Valley region, unless the geographic field is narrowed by specific parameters stated by the Client. [Continental Crown](#) would like to be your exclusive brokerage for any properties you investigate and/or acquire in the region; you may, however, limit the scope of that exclusivity to whatever degree you desire.
- If you have entered into a Buyer's Broker Agreement or Contract with any other real estate brokerage covering the same parameters you indicate you would desire to have with [Continental Crown](#), we cannot proceed, as [Continental Crown](#) will not interfere with any existing contractual agreements you may have in place.
- **Section 2** provides for the term of the Contract. You may set this term for any reasonable length of time you desire. [Continental Crown](#) would like the term to be long enough to adequately permit us to search the range of suitable properties, and undertake the required due diligence on your behalf. Therefore, we would prefer sufficient time be granted to enable us to work in the Client's best interests without undue pressure.
- **Sections 3 thru 11** require no blanks to be filled, and largely establish the duties and obligations by which [Continental Crown](#) will proceed to meet the goals and objectives established by the Client.

- **Section 12** pertains to the situation whereby a suitable property is unlisted in the marketplace, but which becomes available for acquisition following efforts by **Continental Crown** to bring it to the market, albeit strictly for our Client's consideration. **Continental Crown** could seek to gain a listing, which would then put the brokerage into a Dual Agency situation. We desire not to take this approach, particularly without the Buying Client's express permission to do so. If a listing were taken, a) dual agency would be created, b) the property would immediately be exposed to the marketplace with no guarantee our Client would be the successful purchaser, and c) even with the Client's permission to do so, taking a listing may not be in the Client's best interests.

We prefer to work with that unlisted property owner exclusively on behalf of our Client. To ensure **Continental Crown** receives adequate compensation in this circumstance, we ask our Client to agree to a commission amount, which would subsequently be written into any Offer to Purchase, payable out of the Seller's proceeds. Should the Seller refuse to pay a commission, the Buying Client would then agree to pay that commission to **Continental Crown** above the final negotiated purchase price payable to the Seller.

- **Section 13** establishes a fee that shall be paid to **Continental Crown** should the Client acquire, during the time frame established by this agreement, a property through any means outside this agreement meeting the parameters set forth by this Contract.
- **Section 14** protects **Continental Crown** from the very unlikely chance that a Client would outwait the term of the agreement, and then proceed to acquire a property introduced to them by this brokerage.
- **Sections 15 thru 20** require no blanks to be filled, and are standard language.

The Client should sign and date the Contract after all blanks are filled in. Minor alterations to language will be considered, provided each such change is initialed by the Client. The Client (Buyer) should also initial each page of the document.

Upon receipt of the completed and signed document, the Broker of **Continental Crown** will review the agreement. If all aspects of the agreement are suitable, the Broker will initial and sign as appropriate. Should the Broker find some particular issue is not complete or is found to be unacceptable in some manner, negotiations may take place in an effort to resolve the outstanding matter.

When completing this Contract, the Client may wish to discuss certain areas with the Broker of **Continental Crown**. If you cannot meet directly with him due to your physical location, he may be reached at [406] 862-4612, or at [406] 250-7831.

We look forward to working with you. **Continental Crown** and all of its people thank you for choosing our brokerage!

