



## EXCLUSIVE BUYER-BROKER AGREEMENT

This Exclusive Buyer Agency Agreement is made between \_\_\_\_\_

("BUYER") and BARCELONA DREAM APARTMENTS ("BROKER"). In consideration of the mutual promises set forth below, BUYER and BROKER agree as follows:

Exclusive Buyer Agency. BUYER grant to BROKER the exclusive right to locate or procure real property acceptable for purchase/lease by BUYER. BUYER further agrees to refer all potentially acceptable real property to BROKER during the term of this Agreement and agree to notify all other real estate agents who communicate with BUYER of BROKER'S exclusive agency relationship with BUYER. The final decision whether or not a property is acceptable for purchase shall be solely within the discretion of BUYER.

Term. The term of this Agreement shall be from \_\_\_\_\_, to \_\_\_\_\_, (3months), unless extended in writing or terminated by completion of the purpose of by agreement.

Broker's Services/Duties. BROKER agrees to use reasonable efforts to locate real property acceptable to BUYER and to assist BUYER to negotiate terms and conditions of a contract acceptable to BUYER for the acquisition real property (the "Contract"). The Contract may consist of an accepted offer, purchase and sale agreement, option, deed, exchange agreement, lease or similar instrument. BROKER agrees to assist in locating properties, arrange showings, and give advice concerning real estate practices and procedures, assist in negotiations, arrange inspections requested by BUYER and coordinate activities throughout the process. BUYER agrees that such services do not constitute a guarantee or warranty concerning any real property. BUYER agrees that BROKER has not been retained as an attorney, inspector, home inspector, pest/termite inspector, septic inspector, surveyor or to determine the condition of the real property and has not been retained to provide legal advice, to provide an opinion concerning lawfulness of current or anticipated uses, to perform a title search or to act as a mortgage broker. BUYER agrees that BROKER shall have no duty to disclose any matter or condition outside the boundaries of the real property being considered for purchase, including, but not limited to, present conditions and anticipated changes in the neighborhood where the property is located. BROKER recommends that an attorney and other professionals be hired for such services as BUYER deems appropriate and that BUYER personally investigate particular matters which may be of importance, including such as neighborhood composition. BROKER agrees to preserve confidential information of BUYER, making disclosure of confidential information solely to the extent necessary to establish BUYER'S financial qualification.

Buyer's Duties. BUYER agrees to work exclusively with BROKER during the term of this agreement. BUYER agrees to conduct all negotiations with the knowledge and assistance of BROKER. BUYER agrees to cooperate with BROKER by providing relevant and financial information and to cooperate in scheduling and attending showings. BUYER agrees to advise BROKER of any interest in purchase or lease of real property about which BUYER was previously advised by any other person. BUYER shall provide any lender's letter of pre-approval or pre-qualification to BROKER within seven (7) days of receipt. BUYER



agrees not to attend any open house without advance notice and approval of BROKER and agrees to advise each listing broker at each open house of BUYER'S agency relationship with BROKER. BUYER represents that BUYER is not subject to any earlier agency agreement with any other broker or any protection period. BUYER understands that this agreement does not relieve BUYER of the duty to exercise due diligence for BUYER'S own protection, including the duty to investigate any information of importance to the BUYER.

Broker's Compensation. BUYER agrees to pay BROKER:

- (a) Retainer. BUYER shall pay BROKER a retainer in the amount of 250€ upon signing this Agreement as compensation for professional counseling, consultation, and research. Such retainer is non-refundable and shall be credited against any Success Fee.

Retainer shall be paid before start day by Bank Transfer to the following account :

Bank account information  
BARCELONA DREAM APARTMENTS  
IBAN :  
SWIFT :  
Bank Name :  
Address :

- (b) Success Fee. BUYER agrees to pay BROKER the Success Fee, due at the time set for closing. That compensation equal to 1,5% of the purchase shall be due BROKER upon successful completion of this Agreement or in the event that, with 7 days following the term of this Agreement (once the purchasing contract is signed).

Disclosure of Identity/Other Brokers/Other Potential Buyers. BROKER is authorized to disclose BUYER'S identity. BROKER is authorized to cooperate with any pay compensation to other brokers in connection with the performance of Broker's services. BUYER understands that BROKER may represent other buyers interested in purchasing the same or a similar property. BUYER consents to such representation.

Dated: \_\_\_\_\_

BUYER or Authorized Representative  
Representative

BROKER or Authorized